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AGREEMENT  
BETWEEN  
THE CITY OF ALBUQUERQUE  
AND  
LOCAL 3022 AFSCME, COUNCIL 18, AFL-CIO

Effective July 10, 2004 through June 30, 2006

1. **Authority:** This Agreement has been made and entered into by and between the City of Albuquerque (hereinafter "Employer") and Local 3022, City of Albuquerque M-Series Employees, of the American Federation of State, County and Municipal Employees, Council 18, AFL-CIO (hereinafter "Union") pursuant to the City of Albuquerque Labor-Management Relations Ordinance.
2. **Preamble:** The Union and Employer recognize the mission, goals and obligations of the City of Albuquerque as a provider of services to the citizens of the City through its employees. The parties further recognize that it is in the best interest of the parties, the employees and the public that all dealings between the parties continue to be characterized by mutual responsibility and respect. This Agreement shall provide terms and conditions of employment for employees covered herein and a procedure to resolve grievances.
3. **Agreement Control:** This Agreement has been negotiated in accordance and compliance with the Employer's Labor-Management Relations Ordinance and the laws of the State of New Mexico. If there is any conflict between the Agreement and the Labor-Management Relations Ordinance, the Ordinance shall control. If there is any conflict between this Agreement and the Employer's Merit system Ordinance, department standard operating procedures, policies or Personnel Rules and Regulations, this Agreement shall control.
4. **Recognition:** The Employer recognizes the Union as the sole and exclusive representative in all matters establishing and pertaining to wages, hours and other terms and conditions of employment for all employees in the stipulated bargaining unit. The parties agree to the inclusion of eligible part-time M-Series employees in the Union's bargaining unit.
5. **Accretion**
  - 5.1. The Union agrees that it will not seek any additions or accretions to the Stipulate Bargaining Unit before February 1, 2002, except upon request of M-Series employees who are not presently included in the Stipulated Bargaining Unit.
  - 5.2. The parties agree that, in the event that any M-Series employees not presently included in the Stipulated Bargaining Unit request to be included in the Stipulated Bargaining Unit prior to February 1, 2002, and in the event that the Union desires to add other M-Series job titles or employees to the Stipulated Bargaining Unit after February 1, 2002, the parties will proceed as follows. The parties will first meet and attempt to reach agreement on whether the job titles or employees sought by the Union are eligible for inclusion in the bargaining unit under the City of Albuquerque Labor-Management Relations Ordinance. If the parties agree that any such employees or job titles are eligible for inclusion in the

bargaining unit, those employees agreed upon shall be added into the Stipulated Bargaining Unit by further stipulation of the parties. At this time, the Employer shall identify positions or employees who should be excluded from the unit under the City of Albuquerque's Labor-Management Relations Ordinance. If the parties cannot reach agreement, the Union or the Employer may submit the question of whether any such employees or job titles are eligible for inclusion in the bargaining unit under the City of Albuquerque Labor-Management Relations Ordinance to the City of Albuquerque Labor Management Relations Board for determination. The determination(s) of the Labor-Management Relations Board will be final, with neither side appealing such determination(s) further. Both parties shall advise the Labor-Management Relations Board that it is their mutual desire, intention and agreement that any job titles or employees resolved by the Labor-Management Relations Board in favor of the Union or the Employer will be added to or deleted from the Stipulated Bargaining Unit.

## **6. Union Rights**

- 6.1. Neither party shall interfere with the internal operations of the other party. Employee conversations related to the Union or politics that do not interfere with employee productivity and performance shall not be prohibited.
- 6.2. The Union shall have the right to elect or appoint Union representatives and stewards in accordance with the Union's internal constitution and policies. Union representatives and stewards are recognized as Union leaders at worksites. Union representatives and stewards shall have reasonable access to the premises of the Employer after giving appropriate notice. Such visitations shall be for the purpose of administering this Agreement. Union representatives or stewards may request meetings as needed to prevent, clarify or resolve a problem. Union representatives and/or stewards may only meet with employees during the employee's work time if the meeting is approved in advance by the employee's supervisor.
- 6.3. Employees who are appointed to the Union's negotiating team shall be granted leave with pay to participate in the negotiation process in accordance with the Merit System Ordinance and Administrative Instruction 7-24.
- 6.4. The Union shall be provided paid leave under the following circumstances:

1 6.4.1. A Union steward who schedules a meeting with an Employer  
2 representative during the workday shall be credited with paid leave or  
3 the time shall be considered time worked for duration of the meeting  
4 provided the Employer representative and the Union steward's direct  
5 supervisor have agreed to schedule the meeting. The Union shall  
6 provide the Employer with a list of Union stewards each year or as  
7 changes are made. For the purposes of this provision, all Union  
8 officials shall be considered stewards.

9  
10 6.4.2. A Union steward or other Union representative may schedule a  
11 meeting with an employee during the workday provided the meeting  
12 takes place during the employee's lunch or break period. If an  
13 employee with whom the Union wishes to meet during the workday  
14 does not have a scheduled unpaid lunch or break period, the  
15 employee and the steward or other Union representative shall be  
16 provided a maximum of thirty (30) minutes to meet provided the issue  
17 to be discussed is directly related to the administration of this  
18 Agreement and the immediate supervisor has approved the meeting.  
19 The approval shall not be unreasonably denied.

20  
21 6.4.3. A Union steward shall be on paid time when attending a pre-  
22 determination hearing requested by a bargaining unit employee, a  
23 grievance hearing when requested by a bargaining unit employee  
24 and a Labor or Personnel Board meeting when charges or other  
25 matters directly affecting employees represented by the steward are  
26 being addressed. Unless otherwise approved by the Employee  
27 Relations Officer, the Union shall be limited to one (1) employee  
28 representative on paid leave per hearing.

29  
30 6.4.4. The President/designee shall be provided a maximum of sixteen  
31 (16) hours paid leave per week to facilitate positive labor-  
32 management relations between the Employer and employees  
33 represented by the Union and to resolve issues at the lowest possible  
34 level. The President may designate an alternative employee for this  
35 leave provided the President is on approved leave for the time  
36 designated.

37  
38 6.4.5. The Union President/designee shall submit a written tentative  
39 schedule of Union activity to the President/designee's immediate  
40 supervisor prior to the beginning of each week's Union work.  
41 Changes in these schedules shall be brought to the immediate  
42 supervisor's attention as soon as possible. The President/designee  
43 shall submit a written log of activities related to this paid time to the  
44 Union President's/designee's immediate supervisor and the  
45 Employee Relations Officer following each week of Union work. The  
46 log shall be submitted no later than the week following the activities.

1  
2 6.5. A Union member may be granted a leave without pay for up to one (1)  
3 year. Conducting Union business shall not be a reason for denying a  
4 request for leave without pay. The employee shall be allowed to maintain  
5 benefits during leave without pay status and shall be responsible for full  
6 contributory benefits when in unpaid status for more than one (1) full pay  
7 period. The Employer shall return and employ the member who has taken  
8 leave without pay to the same or equivalent position, status and pay  
9 including any anniversary increases or general wage increases paid to  
10 employees of the bargaining unit during the Union member's leave. It will  
11 be the responsibility of the Union member to contact the Human  
12 Resources Department Insurance and Benefits office manager to make  
13 proper arrangements.  
14

## 15 **6.6. Union Access and Communication**

16  
17 6.6.1. The Employer shall provide the Union with an Employer bulletin  
18 board dedicated exclusively for Union use at each worksite to post  
19 Union approved material. The Union steward at the worksite and the  
20 worksite supervisor will jointly designate the space provided. The  
21 posted literature shall not include politically partisan material or any  
22 content that is personally derogatory.  
23

24 6.6.2. Properly labeled outside and inter-departmental mail addressed to  
25 employees and Union representatives shall be treated as confidential  
26 and shall not be opened by office personnel. Mail sent from the  
27 Employer's Human Resources or Employee Relations departments or  
28 their successors shall not be opened by office personnel.  
29

30 6.6.3. The Union shall be permitted to meet new employees at each new  
31 employee orientation meeting attended by bargaining unit employees.  
32 The Union may meet with the employees before and after the  
33 orientation and during any break scheduled by the Employer. If the  
34 Union assigns an employee to represent the Union at an orientation  
35 meeting, the employee may only use paid Union leave if the leave  
36 and the approval of the leave are taken in accordance with the  
37 provisions set forth in Article 6.4 herein.  
38

## 39 **6.7. Bargaining Unit Information**

40  
41 6.7.1. The Employer shall provide the Union at least once every three (3)  
42 months one (1) computer diskette or compact disc containing the  
43 following information:  
44

45 6.7.1.1. Names of bargaining unit employees;

- 1           6.7.1.2. Organizational code for each name and a key for each  
2                   organizational code;  
3           6.7.1.3. Date of hire for each employee;  
4           6.7.1.4. M Series grade for each bargaining unit employee  
5           6.7.1.5. Current hourly rate for each employee;  
6           6.7.1.6. FLSA status for each employee, and  
7           6.7.1.7. The number of employees enrolled in the Employer's group  
8                   insurance programs.  
9

10           6.7.2. The Union shall return the diskette or compact disc to the Employer  
11                   after its use.  
12

13           6.7.3. The Employer's department representatives shall assist the Union  
14                   with the identification of current employee worksites. The assistance  
15                   shall be provided upon requests from designated Union  
16                   representatives.  
17

18           6.7.4. The information provided shall be kept confidential and shall be  
19                   used for the purpose of administering the Agreement.  
20

## 21           **6.8. Payroll Deduction** 22

23           6.8.1. Upon receipt of a signed authorized membership dues deduction  
24                   card, the Employer shall deduct membership dues levied by the  
25                   Union in accordance with the Union's constitution and by-laws. The  
26                   Union shall designate in writing to the Employer's Central Payroll  
27                   Office Manager the amount of the deduction. If the amount changes,  
28                   the change shall be communicated in writing by the Union to the  
29                   Employer. All deductions, including new deductions or changes in the  
30                   amounts of the deductions, shall begin the first full pay period after  
31                   the Employer receives the written notice of change. Deductions shall  
32                   be made each bi-weekly pay period unless terminated in accordance  
33                   with the provisions set forth herein.  
34

35           6.8.2. The Employer's DFAS Central Payroll Office shall forward to the  
36                   Union all dues withheld pursuant to valid authorization cards. The  
37                   Union shall inform the Central Payroll office manager in writing where  
38                   the dues should be sent. The transmission of the dues by the  
39                   Employer to the Union shall take place no later than the end of the  
40                   following pay period. The transmission shall include a roster of the  
41                   employees for whom the deductions have been made.  
42

43           6.8.3. An employee may authorize payroll deduction amounts in excess of  
44                   the dues levied by the Union. The employee shall sign a separate  
45                   authorization form in order to initiate this deduction.  
46

1 6.8.4. An employee may terminate dues deduction by submitting a written  
2 request for termination of the deduction during the first week of July  
3 to the Union President. The President shall forward the termination  
4 request to the DFAS Central Payroll Office within one (1) week after  
5 receipt of the termination notice. The deduction shall terminate the  
6 first full pay period after the Employer receives the termination  
7 request.

8  
9 6.8.5. The Employer shall terminate an employee's dues deduction if the  
10 employee leaves the bargaining unit for any reason. The deduction  
11 shall terminate the first full pay period after the employee leaves the  
12 bargaining unit. The Union shall receive notice of the termination on  
13 reports submitted by the Employer to the Union as required by this  
14 Agreement.

15  
16 6.8.6. The Union shall indemnify, defend and save the Employer harmless  
17 against any and all claims, demands, suits or other forms of liability  
18 that shall arise out of or as a result of any conduct taken by the  
19 Employer for the purpose of complying with this section.  
20

## 21 **6.9. Fair Share**

22  
23 6.9.1. The Employer shall, for the duration of this Agreement, deduct from  
24 any employee's pay for each pay period of each month Union dues  
25 provided the employee submits an authorization thereof. The  
26 deductions shall be made and transmitted to the Union in the manner  
27 set forth under Article 6.7.2 of this Agreement.  
28

29 6.9.2. Payment of an agency fee by non-union bargaining unit employees  
30 has been authorized by Resolution of the Albuquerque City Council.  
31 The Resolution requires an adequate showing by the Union that at  
32 least 50% of the employees in the bargaining unit are members in  
33 good standing with the Union at the time the agency fee is  
34 implemented and the threshold percentage is maintained while the  
35 agency fee is in place.  
36

37 6.9.3. The Resolution further requires that any agency fee provision  
38 negotiated pursuant to the Resolution comply with all state and  
39 federal legal requirements.  
40

41 6.9.4. The parties agree to implement an agency fee for non-union  
42 employees subject to the provisions set forth in paragraphs 2 and 3  
43 above and the following additional conditions:  
44

45 6.9.4.1. The Union shall retain an independent auditor to audit its  
46 receipts and expenditures on an annual basis.

1  
2 6.9.4.2. The Union will publish the results of the audit, including an  
3 adequate explanation of the agency fee, to bargaining unit  
4 employees.

5 6.9.4.3. Bargaining unit employees shall have thirty (30) days to file a  
6 challenge to the apportionment of the agency fee.  
7

8 6.9.4.4. An impartial decision maker shall hear any challenge.  
9

10 6.9.4.5. The amount of the agency fee shall only include costs  
11 permitted under applicable federal and state case law. The  
12 determination of these costs shall be made from the most  
13 recently available audited financial reports cited in paragraph (a)  
14 above. If a court of competent jurisdiction rules that certain costs  
15 included in the agency fee are prohibited from inclusion or that  
16 the Resolution's limitations legally prohibit the inclusion of certain  
17 costs, the agency fee amount shall be modified accordingly.  
18

19 6.9.4.6. Under no circumstances shall non-union employees be  
20 required to contribute towards the Union's social, political or  
21 charitable activities; nor shall any non-union employee be  
22 subject to any retaliation for refusal to contribute to such  
23 activities.  
24

25 6.9.4.7. The Union has the burden of proving before the impartial  
26 decision maker that its costs were properly apportioned to the  
27 agency fee.  
28

29 6.9.4.8. Any portion of the agency fee that is specifically challenged  
30 shall be held in escrow until resolution of the challenge.  
31

32 6.9.4.9. The Union shall indemnify and hold harmless, including  
33 payment of attorney fees and costs for counsel chosen by  
34 agreement of the parties, for any claim or challenge to this article  
35 or the imposition of an agency fee.  
36

37 6.9.4.10. Once the appropriate amount of the agency fee for the most  
38 recent twelve (12) month audit has been determined, the  
39 Employer agrees to deduct that amount from the pay of non-  
40 union employees for the twelve (12) months subsequent to the  
41 determination.  
42

43 6.9.4.11. The Employer shall make the agency fee payment  
44 deductions for employees in the bargaining unit who do not  
45 submit an authorization form for Union dues deduction or pay the  
46 Union dues by another method identified by the Union.



1                   6.9.4.12. The Employer shall make employee payroll deductions for  
2                   agency fee payments upon notification to the non-dues-paying  
3                   employee of the amount and reason for such payment.  
4

5                   6.9.4.13. All money deducted from wages for agency fee payments  
6                   shall be remitted to the Union after the payday covering the pay  
7                   period of deduction in the same manner as dues are remitted  
8                   under Article 6.7.2. If any employee has insufficient earnings for  
9                   the pay period, no agency fee payroll deduction will be made for  
10                  that employee for that pay period.  
11

12                  6.9.4.14. If, as a result of litigation, changes to this Article become  
13                  necessary, the parties will meet to negotiate the issues.  
14

## 15 **7. Employer's Rights:**

16  
17 Subject to existing law, the City reserves the following rights:  
18

- 19       7.1. To direct the work of its employees;
- 20       7.2. To hire, promote, evaluate, transfer and assign employees;
- 21       7.3. To demote, suspend, discharge or terminate employees for just cause;
- 22       7.4. To determine staffing requirements;
- 23       7.5. To maintain the efficiency of the City government in emergencies, and
- 24       7.6. To manage and to exercise judgment on all matters not specifically  
25       prohibited by this Article or by the Agreement.”  
26

## 27 **8. Union-Employer Committee**

28  
29       8.1. A Union-Employer Committee (UEC) shall be established. The UEC shall  
30       be composed of two (2) employees appointed by the Union and two (2)  
31       employees appointed by the Employer. The UEC shall normally meet  
32       during the employee workday on a monthly basis. Overtime shall not be  
33       paid to an employee for time spent on the UEC.  
34

35       8.2. The parties agree to include in the meetings additional persons as the  
36       need for their attendance arises.  
37

38       8.3. The UEC shall address the implementation of this Agreement and any  
39       other issue of concern to either party. The parties shall include bargaining  
40       unit accretion and deferred compensation: catch-up deferral as issues for  
41       discussion. The parties shall prepare and exchange agenda items at  
42       least three (3) work days in advance of the meeting, unless mutually  
43       agreed otherwise.  
44  
45  
46

1 8.4. The parties shall investigate and study the possible use of “interest-  
2 based” consensus building strategies for use within the UEC and may  
3 agree to schedule trainings on this approach with a mutually selected  
4 trainer. Nothing in this Agreement shall bind either party to employing an  
5 interest-based approach on any topic. This process will not delay the  
6 implementation of the UEC activities set forth in paragraph 8.3 herein.  
7

8 8.5. The UEC shall not be permitted or empowered to negotiate any provision  
9 that amends this Agreement or any provision that violates this  
10 Agreement.  
11

## 12 **9. Disciplinary Action**

13  
14 9.1. The Employer may discipline employees by written reprimand,  
15 suspension, demotion or dismissal for just cause. An employee may elect  
16 to have a Union representative present at any step of the disciplinary  
17 process or at a meeting at which the employee has reason to believe  
18 disciplinary action will be discussed.  
19

20 9.2. The Employer reserves the right to investigate employee behavior that  
21 the Employer believes may be behavior that will lead to disciplinary  
22 action. An employee under investigation shall be informed in writing that  
23 the employee is being investigated no later than fifteen (15) work days  
24 after the Employer discovered or reasonably should have discovered the  
25 act or omission that precipitated the investigation. An investigation shall  
26 normally be completed within six (6) months after discovery of the act or  
27 omissions cited above. If the Employer determines that the investigation  
28 needs to be extended beyond the six (6) month limit, the Employer shall  
29 notify the employee in writing that the investigation will be extended. The  
30 affected employee or the employee’s Union representative may request a  
31 verbal status report on the investigation from the employee’s supervisor  
32 or designee. The supervisor or designee shall provide the status report  
33 provided the supervisor or designee shall not be required to provide  
34 information that may jeopardize the integrity of the investigation.  
35

36 9.3. Before discipline is imposed, an employee shall be notified of the  
37 reasons for which the discipline is contemplated, a summary of the  
38 evidence against the employee and the employee’s right to respond to  
39 the proposed action. After providing the employee with the notice of  
40 contemplated action and before the employee makes any written or oral  
41 response, the supervisor contemplating the discipline shall request review  
42 by the Employer’s Employee Mediation Program Coordinator of the  
43 circumstances on which the contemplated action is based in an effort to  
44 avoid the discipline. Mediation shall occur if it is deemed appropriate by  
45 the parties. The mediation shall be conducted in accordance with the  
46 Employer’s Rules and Regulations. After this review or if the mediation is

1           unsuccessful, the supervisor may continue the contemplated disciplinary  
2           procedure by giving the employee the right to respond to the notice of  
3           contemplated action at a pre-determination meeting.  
4

5       9.4. The City shall normally notify an employee whether or not the City has  
6           decided to impose discipline within two (2) months after the close of the  
7           pre-determination meeting cited in paragraph 1.3 above. If the City does  
8           not make its disciplinary decision within the two (2) month period, the City  
9           will notify the employee in writing that the decision will be delayed.  
10

11       9.5. Suspensions shall not exceed ninety (90) calendar days for any offense.  
12           The Employer's Chief Administrative Officer (CAO) or designee or  
13           department director has the option, on a suspension of five (5) days or  
14           less, to prohibit the employee from attending the work place or to allow  
15           the employee to work through a suspension with pay. Fair Labor  
16           Standards Act employees may not be suspended for less than one (1)  
17           workweek except as permitted by the Fair Labor Standards Act.  
18           Disciplinary actions, with the exception of dismissals, may be held in  
19           abeyance for no more than six (6) months. The CAO or designee, a  
20           department director or acting director may impose any discipline. A  
21           division manager may issue a reprimand and suspend an employee for  
22           five (5) days or less after informing the department director. An  
23           employee's immediate supervisor may issue a reprimand after informing  
24           the division manager or department director.  
25

26       9.6. All disciplinary actions shall be recorded in the employee's personnel file.  
27           Disciplinary actions held in abeyance will not be forwarded to the  
28           personnel file until the disciplinary action is served. A written reprimand  
29           placed in an employee's personnel file shall not be used as evidence in a  
30           subsequent disciplinary proceeding if the reprimand was issued more  
31           than four (4) years prior to the subsequent disciplinary proceeding and  
32           the employee has not received any discipline during the interim four (4)  
33           year period.  
34

35       9.7. Subject to existing law, disciplinary proceedings, including written  
36           reprimands and case materials, shall normally be kept confidential. This  
37           provision shall not be interpreted in a manner that prevents a department  
38           director or designee from reviewing the material for legitimate business  
39           reasons.  
40

41       9.8. Generally, discipline shall be progressive. This standard, however, shall  
42           not be interpreted in any manner that prevents the Employer from  
43           imposing an appropriate penalty on an employee whose offense is  
44           egregious enough to warrant the discipline without progressive discipline.  
45

46       9.9. Disciplines may be appealed in the following manner:

- 1  
2 9.9.1. A written reprimand or a suspension without pay of five (5) days or  
3 less may be appealed through Step 2 (Grievance Resolution  
4 Committee) of this Agreement's Grievance Procedure.  
5 9.9.2. A suspension without pay in excess of five (5) days may be  
6 appealed to the City's Personnel Board.  
7 9.9.3. A demotion or dismissal may be submitted to Step 3 (binding  
8 arbitration) of this Agreement's Grievance procedure.  
9

## 10 10. Grievance Procedure

- 11  
12 10.1. This grievance procedure shall provide a means for reconciling  
13 complaints concerning disciplinary actions and alleged violations of this  
14 Agreement. The purpose of this procedure is to promote harmonious  
15 relations among employees, the Union and the Employer, to encourage  
16 the settlement of discipline and Agreement disagreements informally at  
17 the employee-supervisor level, to resolve grievances as quickly as  
18 possible and to discourage the filing of unfounded grievances.  
19  
20 10.2. A "grievance" shall be defined as any alleged violation of this  
21 Agreement including violations of the corrective/disciplinary action article.  
22  
23 10.3. The time limits set forth in this procedure shall be considered  
24 maximum time limits. If the Employer does not respond to a grievance or  
25 a grievance appeal within the time limits set forth herein, the grievance  
26 shall be considered automatically appealed to the next step. If an  
27 employee does not file a grievance or appeal a grievance resolution in a  
28 timely manner, the grievance shall be considered null and void. Time  
29 limits may only be waived or suspended by the parties through a written  
30 agreement of the parties.  
31  
32 10.4. An employee may be accompanied by a Union representative at  
33 any step of this procedure.  
34  
35 10.5. An employee may file a grievance without the intervention of the  
36 Union, provided it is subject to the following limitations:  
37  
38 10.5.1. The grievance adjustment is consistent with the terms of this  
39 Agreement.  
40  
41 10.5.2. At any hearing or meeting on a grievance brought by an  
42 employee without the intervention of the Union, the Union shall be  
43 afforded the opportunity to be present and make its views known.  
44  
45 10.5.3. An individual employee may not invoke the arbitration  
46 procedure of this Agreement.

- 1  
2 10.6. If a grievance affects two (2) or more employees, the grievance  
3 may be filed by the Union on behalf of the employees.  
4
- 5 10.7. Neither the grievant nor any participant in this grievance procedure  
6 shall suffer any retaliation, discrimination, restraint, coercion or reprisal as  
7 a result of filing a grievance or participating in the procedure.  
8
- 9 10.8. A grievance must be filed in writing no later than ten (10) working  
10 days after the grievant knew or reasonably should have known of the  
11 event or action that precipitated the grievance. If the grievance is not filed  
12 within this time period, the grievance shall be considered null and void.  
13
- 14 10.9. An employee who believes a grievance may exist shall attempt to  
15 resolve the matter by discussing the issue(s) with the employee's  
16 immediate supervisor prior to filing a written grievance.  
17
- 18 10.10. The filing of a grievance, or the intent to file, does not relieve any  
19 employee of the employee's responsibility to perform any and all of the  
20 employee's assigned duties promptly, efficiently and completely. This  
21 shall not apply to an employee's refusal to perform a job duty in the  
22 presence of an imminent threat of physical harm or death due to an  
23 unsafe working condition.  
24
- 25 **10.11. Grievance Steps**  
26
- 27 10.11.1. At any time during the processing of a grievance, an  
28 employee and supervisor may attempt to mediate the dispute. The  
29 agreement to mediate shall be executed in writing. Time limits will be  
30 suspended during the mediation process unless the parties agree  
31 otherwise. Any agreement reached by the parties during mediation  
32 shall be reduced to writing and signed by the parties. The mediation  
33 shall be conducted in accordance with the Employer's Rules and  
34 Regulations.  
35
- 36 10.11.2. STEP ONE: To initiate a grievance, the employee shall  
37 submit the grievance in writing to the employee's department director  
38 no later than ten (10) working days after the employee knew or  
39 reasonably should have known of the incident or action that  
40 precipitated the grievance. The grievance shall include the  
41 employee's name, job title and work site, the provision(s) of the  
42 Agreement alleged to have been violated, a description of the  
43 grievance, the relief requested and the signature of the grievant. No  
44 later than ten (10) working days after receiving the written grievance,  
45 the department director shall submit a written response to the  
46 employee and the employee's Union representative, if any.

1  
2 10.11.3. STEP TWO: If the employee is not satisfied with the  
3 department director's written disposition of the grievance, the  
4 grievance may be appealed and addressed in the following manner:  
5

6 10.11.3.1. If the grievance contests a discipline subject to the  
7 jurisdiction of this Procedure, the employee shall submit the  
8 appeal by filing a written appeal to the Employer's Chief  
9 Administrative Officer (CAO) no later than ten (10) working days  
10 after the employee receives the department director's written  
11 disposition.  
12

13 10.11.3.2. If the grievance alleges a violation of this Agreement other  
14 than a discipline violation, the employee shall submit the appeal  
15 to the Employer's Employee Relations Director no later than ten  
16 (10) working days after the employee received the department  
17 director's written disposition.  
18

19 10.11.3.3. If the department director does not submit the department  
20 director's written disposition in a timely manner, the grievance  
21 shall automatically be appealed to Step 2.  
22

23 10.11.3.4. If the grievance contests a disciplinary reprimand or a  
24 suspension of five (5) days or less, the Grievance Resolution  
25 Committee shall convene a meeting to hear the grievance no  
26 later than ten (10) working days after the CAO receives the  
27 appeal. The Committee shall be composed in accordance with  
28 procedures established by the Employer. The grievance meeting  
29 shall also be conducted in accordance with these procedures  
30 provided the procedures comply with the provisions of this  
31 Agreement. No later than ten (10) working days after the  
32 grievance meeting is closed, the Committee shall submit a  
33 written recommended resolution of the disciplinary grievance to  
34 the CAO for consideration. A copy will be sent to the employee,  
35 the employee's Union representative, if any, and the department  
36 director. No later than ten (10) working days after receiving the  
37 recommendation, the CAO shall submit a written decision to the  
38 employee, the employee's Union representative, if any, the  
39 department director and the Employee Relations Director stating  
40 whether the CAO agrees with the proposed resolution, modifies  
41 the proposed resolution or rejects the proposed resolution.  
42

43 10.11.3.5. If the grievance contests a disciplinary demotion or  
44 termination, the CAO shall submit a written determination to the  
45 employee, the employee's Union representative, if any, the  
46 department director and the Employee Relations Director no

1 later than ten (10) working days after the CAO received the  
2 appeal. The determination shall uphold, modify or reject the  
3 department director's disciplinary recommendation.  
4

5 10.11.3.6. If the grievance claims an alleged violation of the  
6 Agreement other than a discipline, the Employee Relations  
7 Director shall convene a meeting to hear the grievance no later  
8 than ten (10) working days after the Employee Relations Director  
9 received the written appeal from the employee. No later than ten  
10 (10) working days after the close of the meeting, the Employee  
11 Relations Director shall submit a written disposition of the  
12 grievance to the employee, the employee's Union representative,  
13 if any, and the department director.  
14

15 10.11.4. STEP THREE: (Alleged contract violations other than  
16 contested demotions or terminations)  
17

18 10.11.4.1. If the Union and the employee are not satisfied with the  
19 Employee Relations Director's written disposition or if the  
20 Employee Relations Director does not submit the written  
21 disposition in a timely manner, the Union may appeal the  
22 grievance to the Employer's Labor-Management Relations Board  
23 by submitting a written appeal to the Board. The parties shall  
24 interpret the Labor-Management Relations Ordinance's thirty  
25 (30) day appeal time period to commence on the day the Union  
26 received or should have received a copy of the Employee  
27 Relations Director's written disposition.  
28

29 10.11.4.2. The Labor-Management Relations Board shall schedule and  
30 convene a hearing on the grievance in accordance with the  
31 Employer's Labor-Management Relations Ordinance and  
32 Board's Rules and Regulations.  
33

34 10.11.4.3. The Labor-Management relations Board's decision may be  
35 appealed by either party in accordance with the Labor-  
36 Management Relations Ordinance's procedures.  
37

38 10.11.5. STEP THREE (For demotions and terminations):  
39

40 10.11.5.1. If the Union is not satisfied with the CAO's written disposition  
41 regarding a demotion or termination, the grievance may be  
42 submitted to final and binding arbitration by the Union but not by  
43 the individual grievant within fifteen (15) working days after  
44 receipt of the written response by the CAO.  
45

1 10.11.5.2. Within fifteen (15) days of the written demand for arbitration,  
2 the Union shall make a request for a panel of seven (7)  
3 arbitrators from the Federal Mediation and Conciliation Service  
4 (FMCS) unless the parties by such time agree upon an arbitrator.  
5

6 10.11.5.3. Within fifteen (15) working days after receipt of a list of  
7 arbitrators, the parties shall confer to select the arbitrator. The  
8 selection shall be made by the Union and Employer alternately  
9 eliminating names. The last name remaining shall be the  
10 arbitrator. The parties shall flip a coin to determine who shall  
11 strike the first name. If either party fails or refuses to strike a  
12 name from the list, the other party may request that the FMCS  
13 unilaterally appoint an arbitrator to hear the matter. Once an  
14 arbitrator is either selected by the parties or appointed by the  
15 FMCS, the arbitrator shall have full jurisdiction.  
16

17 10.11.5.4. The decision of the arbitrator shall be based upon the facts  
18 established by the testimony and documents presented in the  
19 case. The arbitrator shall be authorized to decide issues of  
20 arbitrability. The arbitrator shall have no power to add to,  
21 subtract from, alter or modify any of the terms of this Agreement,  
22 but may give appropriate interpretation or application to such  
23 terms and apply appropriate relief. The arbitrator shall not have  
24 authority to make an award which includes a fine or other  
25 punitive damages or an award of attorney's fees. Each party  
26 shall pay one-half (1/2) of the arbitrator's fees and expenses.  
27 The arbitrator's decision shall be final and binding upon the  
28 parties subject to the laws of the State of New Mexico. In  
29 arbitrations challenging a disciplinary action, the Employer shall  
30 have the initial burden of proof. If the arbitrator orders  
31 reinstatement of the employee, the arbitrator's back pay award  
32 shall be limited to pay and benefits for time lost less any  
33 compensation the employee earned after the termination.  
34

35 10.11.6. Complaints concerning suspensions in excess of five (5)  
36 days shall not be subject to this Procedure. Contested suspensions in  
37 excess of five (5) days shall be processed by the Employer's  
38 Personnel Board in accordance with the Employer's Merit Ordinance  
39 and Personnel Board Rules and Regulations.  
40  
41  
42  
43  
44  
45  
46



1 **11. Work Week:** An FLSA non-exempt employee shall have a workweek of forty  
2 (40) hours per week, eight (8) hours or ten (10) hours per day. Although a  
3 FLSA exempt employee may have a regularly scheduled forty (40) hour  
4 workweek, a FLSA exempt employee shall not have any entitlement to  
5 additional compensation or paid leave other than those set forth in this  
6 Agreement. An employee's daily work shift shall not be split into two (2) or  
7 more segments.  
8

## 9 **12. Flex Time**

10  
11 12.1.1. An employee may submit a request for a flex work schedule  
12 to the employee's immediate supervisor. The request shall be in  
13 writing and shall indicate the schedule requested.  
14

15 12.1.2. The request shall be subject to approval by the employee's  
16 immediate supervisor. The immediate supervisor's decision to  
17 approve or deny the request shall be based on the business needs of  
18 the operations as well as the employee's needs. If multiple  
19 employees within the same work unit request flex-time schedules, the  
20 criteria set forth herein shall be used by the immediate supervisor to  
21 determine whether or not to approve any or all of the requests. Where  
22 all other factors are equal, the determining factor shall be class  
23 seniority within the work unit or within division where sections do not  
24 exist.  
25

26 12.1.3. The immediate supervisor shall respond to flex-time  
27 schedule requests with an explanation in a timely manner.  
28

29 12.1.4. Flex schedules for employees who are eligible for overtime  
30 pay shall not exceed forty (40) hours during a workweek.  
31

32 12.1.5. Flex-time schedules in existence at the time this Agreement  
33 is executed shall be considered in accordance with the provisions set  
34 forth herein.  
35

## 36 **13. Light Duty/Modified Work assignments**

37  
38 13.1. Light duty/modified work assignments are provided for employees  
39 who have suffered on-the-job injuries or illness.  
40

41 13.2. If an employee suffers a work-related injury or illness and the  
42 Employee Health Clinic determines that the employee is unable to  
43 perform all of the essential functions of the employee's job due to the  
44 employee's work-related injury or illness, the employee shall participate in  
45 the light duty/modified work program as directed by the Risk Management  
46 and Human Resources Directors or designees.

1  
2 13.3. Any modified work assignments will comply with applicable federal,  
3 state and local laws and regulations, including, but not limited to, the  
4 Americans with Disabilities Act, the Family and Medical Leave Act and  
5 the State of New Mexico Workers' Compensation Act.  
6

7 13.4. An employee who returns to work on light duty assignment shall be  
8 paid no less than the employee's last salary. An employee who returns to  
9 work on modified work assignment will be paid in accordance with the  
10 range of the new position.  
11

## 12 **14. Overtime**

13  
14 14.1. As a condition of employment, employees may be required to work  
15 overtime. Overtime work for City employees is generally discouraged;  
16 however when overtime is required for non-exempt employees,  
17 compensation must be in accordance with the Fair Labor Standards Act  
18 (FLSA) and this Agreement. Paid time will be considered hours worked  
19 for purposes of calculating overtime.  
20

21 14.2. A non-exempt employee shall not work more than the regularly  
22 scheduled forty (40) hour workweek without prior approval of the  
23 department director or immediate supervisor as designated by the  
24 director. Working overtime without prior approval is considered just  
25 cause for disciplinary action up to and including termination.  
26

27 14.3. Overtime payment may be in the form of cash or compensatory  
28 time, which is limited to a maximum accrual of sixty (60) hours. All  
29 accrued compensatory time must be utilized within 180 days of accrual. If  
30 not used the balance shall be paid to the employee on the next regularly  
31 scheduled payroll.  
32

33 14.4. Each section, or division where sections do not exist, shall maintain  
34 a class seniority list in descending order where the most senior non-  
35 exempt employee is listed first.  
36

37 ~~14.5.~~ If overtime is required in a division or section, the division manager  
38 or section head shall schedule overtime to non-exempt employees on the  
39 basis of seniority unless the division manager or section head determines  
40 in good faith that the overtime assignment requires specific job  
41 skills/license/experience that warrant the assignment of an employee who  
42 may not be most senior. Non-exempt employees shall be offered  
43 overtime work on a rotational basis from the class seniority list, the first  
44 employee on the list being offered overtime first. When an employee  
45 works the requested overtime, the employee shall be rotated to the  
46 bottom of the list. If an employee declines overtime, the subsequent

employee on the list shall be offered the overtime until all employees on the list have been offered the overtime. If all non-exempt employees decline overtime work the Employer shall assign overtime on a rotational basis in reverse order of the class seniority list.

**15. Special License and Certification:** Employees who are required to maintain or renew a license or certification required for their job shall receive per diem and mileage in accordance with Employer travel regulations to attend certification exams unless an Employer vehicle is made available. Should such examination take place during the employee's regular work hours, time required for testing and reasonable travel time to and from the site of the exam shall be considered hours worked.

**16. Licenses and Certification:** Employees shall be responsible for obtaining licenses and certifications required for their job positions. The Employer shall reimburse employees the fees for renewals and classes required for maintenance of such licenses and certifications. The employee shall be responsible for ensuring that the employee meets all requirements of certification, including pertinent application and training credits. In-house training for employee licenses and certifications required for the employee's job shall be continued during the term of this Agreement in departments where the training currently exists.

**17. Standby Time:** The Employer's current policies on standby time compensation shall continue in effect for M-Series bargaining unit employees to whom the policies apply.

## **18. Holidays**

18.1. Employees shall be granted ten (10) paid holidays each year. The Chief Administrative Officer shall announce annually the paid holidays for employees. An employee must be in a paid status for the full workday immediately before and full workday immediately after the holiday in order to be paid for the holiday.

18.2. With the written approval of the department director or designee, an employee shall be allowed to take a paid holiday as a floating paid holiday within one (1) calendar year after the holiday.

18.3. If a paid holiday falls on a Saturday or an employee's first day off, the paid holiday will be observed on the previous Friday or the previous workday. If a paid holiday falls on a Sunday or an employee's last day off, the paid holiday will be observed on the last workday or the next workday as determined by the employee's immediate supervisor after consulting with the employee.

1 18.4. Non-exempt employees who are required to work on an observed  
2 holiday shall be compensated at the rate of 2 1/2 times their hourly rate  
3 including any pay differential.  
4

5 18.5. An exempt employee shall only be required to work on a  
6 designated holiday if the employee's supervisor determines that the  
7 employee's work on the holiday is a work necessity.  
8

## 9 19. **Employee Records**

10  
11 19.1. A copy of an employee's performance evaluation or disciplinary  
12 action shall be presented to the employee for review and signature prior  
13 to being placed in the employee's personnel file.  
14

15 19.2. An employee shall be permitted to review the contents of their  
16 department and/or Human Resources Department file during normal work  
17 hours. Reasonable requests for copies of documents in the file shall be  
18 honored and reasonable charges shall be made for the copies.  
19

20 19.3. The personnel file maintained in the Human Resources Department  
21 (HRD) may be reviewed by hiring supervisors and/or interview panel  
22 members.  
23

24 19.4. An employee shall have the right to submit written responses to the  
25 documents referenced in paragraph (1) above that are placed in the  
26 employee's departmental or HRD files. The written responses will be  
27 placed in the appropriate file.  
28

29 19.5. An employee's HRD file shall be the permanent record of an  
30 employee's performance with the Employer.  
31

32 19.6. An employee may designate in writing a Union representative or  
33 another representative of the employee's choice to examine the  
34 employee's file.  
35

36 20. **Non-Discrimination:** The provisions of this Agreement shall be applied to all  
37 employees in compliance with applicable law and Employer policies that  
38 prohibit discrimination related to age, race, creed, religion, national origin,  
39 gender, disability sexual orientation, veteran status or other protected classes  
40 set forth in the Employer's Labor-Management-Relations Ordinance.  
41  
42  
43  
44  
45  
46

1 **21. Seniority**

2  
3 21.1. City seniority shall be the length of continuous uninterrupted service  
4 with the Employer. If an employee is re-hired by the Employer after the  
5 employee has been separated from the employer due to resignation or  
6 termination for more than thirty (30) days, the employee's official  
7 personnel record will reflect a re-hire/adjustment hire date for seniority  
8 purposes.  
9

10 21.2. Class seniority shall be based on the effective date an employee is  
11 placed in the employee's current classification. Class seniority shall be  
12 broken by reassignment to another classification.  
13

14 21.3. Department seniority shall be the length of continuous  
15 uninterrupted service an employee has in the employee's current  
16 department. Department seniority shall be broken by reassignment to  
17 another department.  
18

19 21.4. Division seniority shall be the length of continuous uninterrupted  
20 service an employee has in the employee's current division. Division  
21 seniority shall be broken by reassignment to another section.  
22

23 21.5. Section seniority shall be the length of continuous uninterrupted  
24 service an employee has in the employee's current section. Section  
25 seniority shall be broken by reassignment to another section.  
26

27 21.6. When two (2) or more employees have the same seniority dates for  
28 determining job rights, the tie shall be broken by the affected employees  
29 drawing lots.  
30

31 **22. Classification/Reorganization:**

32  
33 22.1. Prior to revising existing classifications or establishing new  
34 classifications, the Employer will notify the Union of its anticipated action  
35 and offer the Union the opportunity to provide input and recommendations  
36 related to whether or not the affected positions shall be included in the  
37 Union's bargaining unit. Either party may bring this issue for discussion in  
38 the Union-Employer Committee (UEC) if it deems necessary. In the event  
39 of a dispute, either party may take the issue to the Labor Board for  
40 resolution.  
41

42 22.2. An employee may request a position reclassification through the  
43 employee's department director and in accordance with the Employer's  
44 Rules and Regulations.  
45  
46

1 **23. Working Outside Classification:** Under normal circumstances, an employee  
2 will not be required to perform duties outside the employee's classification as  
3 a regular assignment. However, in unusual or extenuating circumstances, an  
4 employee may be required to assume responsibilities outside the employee's  
5 classification in order to assist employees who are not members of the M-  
6 Series bargaining unit.

7  
8 **24. Shift Bidding:**

9  
10 24.1 The department directors shall determine whether employees shall  
11 be eligible to bid for available shifts. Upon request from the Union  
12 steward, the director or the director's designee shall meet with the Union  
13 steward to discuss the feasibility of shift bidding. The director or designee  
14 shall notify the Union steward which assignments, if any, will be eligible  
15 for shift bidding. The director may make the exclusions if the director  
16 determines that the operational needs and objectives of the department  
17 do not justify shift bidding. If the director authorizes a bid to take place,  
18 the director shall have the right to temporarily or permanently reassign an  
19 employee to a shift other than the shift to which the employee bid if the  
20 director determines that a justifiable reason(s) exists for denying the shift.  
21 The director shall also be authorized to identify the specific operational  
22 units, if any, that would be eligible for shift bidding. The director's  
23 decisions on these matters shall not be subject to the Agreement's  
24 Grievance Procedure. At the Union's request, however, the Union  
25 Employer Committee (UEC) shall review the director's decision and shall  
26 be authorized to modify the director's decision. The UEC shall meet and  
27 operate in accordance with the provisions set forth in Section 8 of this  
28 Agreement.

29  
30 24.2. The Union and the City's Employee Relations Director may agree on  
31 other shift bid issues through memoranda of understanding.

32  
33 24.3. If the director approves a shift bid, the seniority definition used for a bid  
34 will be continuous permanent full-time departmental service within the  
35 classification and operational unit affected by the bid. The Union,  
36 department director and the Employee Relations Officer may, through  
37 the execution of a memorandum of agreement, agree to an alternative  
38 definition for a specific classification or operational unit.

39  
40 24.4. An employee may exchange a shift with another employee for hardship  
41 reasons provided the employees' supervisor approves the exchange.  
42 Employee convenience shall not be considered a "hardship" reason.

43  
44 24.5. Department directors shall use the following parameters when they  
45 consider requests to conduct shift bids:  
46

- 1           24.5.1.       The department director shall identify assignments that  
2                   need to be excluded from the bidding process and notify the Union  
3                   steward of the exclusion(s). The exclusion(s) may be made if the  
4                   department director determines in good faith that the assignment  
5                   requires a specific job skill, license and/or experience that warrant  
6                   exclusion of the assignment from the bid process. The department  
7                   director shall have the right to temporarily or permanently reassign  
8                   an employee to a shift other than the one bid when justifiable cause  
9                   such as the efficiency of the City service exists.
- 10  
11           24.5.2.       The department director shall identify specific employees  
12                   who would fill these "blocked" positions and would not participate in  
13                   the bid process.
- 14  
15           24.5.3.       After consultation with the Union steward, the department  
16                   director shall identify the specific operational areas that will have  
17                   separate bids (e.g., Sun Van, Transit and Maintenance in the  
18                   Transit Department).
- 19  
20           24.5.4.       Each year the employees will vote to determine which  
21                   seniority definition will be used to govern the bidding process. The  
22                   department director will be allowed to override the vote if the  
23                   definition chosen by the employees seriously impacts productivity in  
24                   the department. If there is a veto, the employees shall be allowed to  
25                   recommend through another vote an alternative seniority definition  
26                   to the director.
- 27  
28           24.6.       The bidding may take place at any time but normally once a year.
- 29  
30           24.7.       Shift bid memoranda of understanding (MOU) reached at the division  
31                   or department level shall be considered tentative subject to review and  
32                   approval of the UEC. Approved MOUs reached prior to the execution  
33                   of this agreement shall continue in full force and effect for the duration  
34                   of this Agreement.
- 35  
36           24.8.       Departments or divisions that experience rotation scheduling shall not  
37                   be eligible for shift bidding.
- 38

## 39   **25. Reduction-In-Force/Layoff/Recall**

40

- 41           25.2.       "Layoff" shall be defined as the involuntary separation of an employee  
42                   from Employer service as a result of the abolishment of the position,  
43                   program elimination or lack of funds.
- 44  
45  
46

- 1 25.3. The Chief Administrative Officer (CAO) and the Director of Human  
2 Resources, or their designee, shall be responsible for approving all  
3 layoffs and offering transfers or placement offers to employees facing  
4 layoff. Prior to the implementation of a layoff or transfers resulting from  
5 reductions-in-force (RIF), the CAO, Human Resources Director or their  
6 designee shall meet with the Union to discuss the reason(s) for the  
7 RIFs, possible alternatives to a layoff, the positions impacted by the  
8 RIFs, employees affected, transfer opportunities and employees who  
9 will be laid off, if any. If the Human Resources Department and the  
10 Employee Relations Office determine that an employee should be  
11 transferred to a position for which a special certification or license is  
12 required, the employee shall be afforded the opportunity to obtain the  
13 required certification or license within a one (1) year period. If the  
14 employee does not meet this requirement within one (1) year, the  
15 employee shall revert to layoff status unless a vacancy is available in a  
16 job for which the employee qualifies.  
17
- 18 25.4. Prior to the layoff of a classified non-probationary employee, temporary  
19 employees, seasonal employees or students may be terminated.  
20
- 21 25.5. An employee who is laid off as the result of RIF shall be provided with  
22 at least thirty (30) days written notice prior to the effective date of the  
23 layoff.  
24
- 25 25.6. When two (2) or more employees are in the same job code in the same  
26 department affected by the layoff, the layoff determination shall be  
27 made in the following order:  
28
- 29 25.6.1. The employee with the shortest length of continuous  
30 uninterrupted service with the City;  
31
- 32 25.6.2. If this is equal, the employee with the shortest length of  
33 continuous uninterrupted service with the department;  
34
- 35 25.6.3. If this is equal, the employee with the shortest length of  
36 continuous uninterrupted service in the current job code;  
37
- 38 25.6.4. If this is equal, the affected employees shall draw lots.  
39
- 40 25.6.5. Laid off employees shall have two (2) years recall rights and  
41 placement preferences in accordance with Article 13.7.2 of this  
42 Agreement.  
43
- 44 25.6.6. Laid off employees shall be returned to active service in  
45 reverse order of seniority.  
46



- 1 25.6.6.1. An employee who is returned to the same or different  
2 position but at the same grade as previously held will receive  
3 the same rate of pay the employee was receiving at the time  
4 of the lay-off.  
5  
6 25.6.6.2. An employee who returns to a different position at a lower  
7 grade than that which the employee held at the time of the  
8 lay-off will be placed at the same rate of pay or closest  
9 highest step of the lower grade not to exceed the maximum  
10 of the new grade.  
11  
12 25.6.6.3. An employee who returns to a position in a different pay plan  
13 from that which the employee held at the time of the lay-off  
14 will be moved to the same or closest rate of pay within the  
15 new pay grade of the new pay plan not to exceed the  
16 maximum of the new grade.  
17  
18 25.6.6.4. An employee on a recall list will be removed from the list and  
19 terminated from employment when the one (2) year recall  
20 period has ended without the employee being called back to  
21 work; when the employee has refused to accept an offer of  
22 employment with the Employer in a position in which the  
23 employee is qualified and for which the grade is the same or  
24 of comparable pay to that of the position held by the  
25 employee at the time of the employee's layoff; when the  
26 employee accepts another position with the Employer or  
27 when the employee voluntarily resigns from employment.  
28  
29

## 30 **26. Vacancies**

- 31  
32 26.2. Bargaining unit position vacancies shall be posted by the Employer for  
33 a minimum of ten (10) working days. The vacancy notice shall include  
34 the job code, job title, minimum qualifications, salary range, application  
35 instructions and the Employer representative that may be contacted for  
36 further information.  
37  
38 26.3. An employee may apply for any advertised vacancy. Subject to  
39 preferences required by law, preference will be given in filling the same  
40 or lower grade to employees that meet the minimum qualifications and  
41 have the ability to perform the essential job functions with or without  
42 accommodation. Placement preference shall be provided in the  
43 following order:  
44  
45 26.3.1. Employees reinstated as a result of administrative board or  
46 judicial order;

- 1  
2 26.3.2. Employees returning from active duty in the military;  
3  
4 26.3.3. Employees transferred as the result of Chief Administrative  
5 Officer action;  
6  
7 26.3.4. Employees returning from a physical layoff;  
8  
9 26.3.5. Employees returning from a layoff;  
10  
11 26.3.6. Employees notified of layoff, and  
12  
13 26.3.7. Employees returning from authorized absence from work  
14 without pay.  
15

## 16 **27. Employee Assistance Program**

17

- 18 27.2. The Employer shall continue to provide a confidential Employee  
19 Assistance Program (EAP) staffed with licensed professionals. The  
20 EAP service shall offer professional assessment and short-term  
21 counseling and referral service to assist employees and their  
22 immediate family members. Employees may self-refer when they  
23 recognize a need for assistance provided the self-referral does not  
24 conflict with the Employer's Substance Abuse policy.  
25  
26 27.3. The Employer shall not take adverse action against any employee on  
27 the sole basis of the employee's participation in the program.  
28

## 29 **28. Health and Safety**

30

- 31 28.2. The Employer shall provide safe and healthy working conditions and  
32 practices.  
33  
34 28.3. The Union-Employer Committee (UEC) shall be authorized to charter a  
35 health and safety sub-committee(s) as necessary to address issues of  
36 health and safety. The health and safety sub-committee(s) shall meet  
37 on the tasks needing to be accomplished. Employee members shall  
38 attend on paid status if the meeting(s) are held during the normal  
39 workday. All recommendations developed by health and safety sub-  
40 committees shall be referred to the UEC in a timely manner.  
41

- 42 29. **Critical Incident Stress Debriefing:** The Employer shall provide  
43 employees critical incident stress debriefing (CISD) when job-related  
44 incidents occur that warrant this assistance. CISD will be provided in a  
45 manner that is consistent with Workers Compensation laws and regulations.  
46

- 1 30. **Emergency Transportation:** An employee who suffers an on-the-job injury  
2 or illness and requires immediate emergency care shall be transported to a  
3 treatment facility at no expense to the employee.  
4
- 5 31. **Position Specifications:** Employee position specifications shall be placed  
6 on the Employer WEB site. Upon request of an employee or the Union, the  
7 Human Resources Department shall provide an employee with a copy of the  
8 employee's position specification in a timely manner.  
9
- 10 **32. Training and Education**
- 11 32.2. The Union shall be permitted to appoint one (1) representative to serve  
12 on the Employer's Training and Education Committee (TEC). The TEC  
13 serves as an advisory committee to the Employer's Director of Human  
14 Resources on all employee development matters, including  
15 recommending criteria of eligibility and tuition assistance under the  
16 Employer's Tuition Assistance program.  
17
- 18 32.3. Employees may access career counseling and guidance and  
19 educational leave and tuition assistance through procedures set forth  
20 in the Employer's Rules and Regulations.  
21
- 22 **33. Privatization and Contracting Out**
- 23
- 24 33.2. If the Employer anticipates the contracting out of Employer services on  
25 a permanent basis that have historically been performed by bargaining  
26 unit employees, the Employer shall notify the Union President in writing  
27 of the Employer's intentions no later than thirty (30) days prior to  
28 implementing the anticipated action or when the issue is included in  
29 the Mayor's annual budget request.  
30
- 31 33.3. The Union may request to meet and confer with the Employer to  
32 discuss the anticipated action prior to implementation. The request  
33 shall be granted.  
34
- 35 33.4. Upon request, the Employer shall provide data and other information in  
36 the Employer's possession that is related to the anticipated action and  
37 that will assist the Union in its development of a response to the  
38 Employer's action.  
39
- 40 33.5. The Union shall be allowed the opportunity to present arguments and  
41 data to the Employer to counter the Employer's anticipated action prior  
42 to the Employer's anticipated action.  
43
- 44 33.6. If the Employer decides to issue a request for proposals (RFP) for  
45 contracting out the services, the Union shall be provided with a copy at  
46 the same time other vendors are provided a copy.

1  
2 34. **Child Care:** The parties agree that the UEC shall conduct a study into the  
3 feasibility of establishing on-site City run child care facilities for the children  
4 and grand-children of City employees and children living in City employees'  
5 households.  
6

7 35. **Leaves of Absence**  
8

9 35.1. **Definition:** For purposes of this Article, workday is defined as an eight  
10 (8) hour day for those employees whose normal weekly work schedule  
11 consists of five (5) eight (8) hour days or a ten (10) hour day for those  
12 employees whose normal weekly work schedule consists of four (4) ten (10)  
13 hour days. In the case of conflict with language from the Employer's  
14 Personnel Rules and Regulations regarding this provision, the language of  
15 this subsection will govern.  
16

17 35.2. **Managerial Leave**  
18

19 35.2.1. Employees who are exempt under FLSA shall be required to  
20 perform certain functions regardless how many hours are required  
21 to complete assigned tasks. Departments shall use flexible work  
22 schedules, when appropriate, to assist these employees. However,  
23 unusual circumstances may occur when an extra demand is placed  
24 on an employee that requires work involving a substantial number  
25 of hours that cannot be accommodated through flexible work  
26 schedules.  
27

28 35.2.2. When these unusual circumstances occur, a FLSA exempt  
29 employee who is required to perform this work in addition to or  
30 outside the employee's regular work schedule shall be eligible for  
31 paid managerial leave if approved by the department director.  
32 Regularly scheduled meetings or assignments outside of the  
33 regular workday shall be considered as justification for managerial  
34 leave.  
35

36 35.2.3. Managerial leave must be used within one (1) calendar year  
37 of the award or the balance will be dropped from the employee's  
38 leave record.  
39  
40  
41  
42  
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45  
46

1           35.2.4.       Each City Department shall prepare a Managerial Leave  
2                   Policy for exempt employees and submit the policy to the City's  
3                   Chief Administrative Officer (CAO) for approval. Upon request,  
4                   Union stewards in each department shall be permitted to consult  
5                   with the department director or the director's designee concerning  
6                   the contents of the policy prior to submission of the policy by the  
7                   department to the CAO. The City's Human Resources Department  
8                   shall assist the departments in the development of the policies  
9

10       35.3.   **Leave With Pay:** Requests for paid leave will be submitted for  
11                   approval on the Request for Leave of Absence Form. Requests shall  
12                   include any necessary documentation. If an employee is absent from  
13                   duty without prior authorization, the employee shall notify the  
14                   employee's immediate supervisor and explain the circumstances of the  
15                   absence no later than one (1) hour after the regularly scheduled time  
16                   to report to duty or as required by the department. The proper forms  
17                   shall be completed as soon as possible upon return to work.  
18

19       35.4.   **Birthday Leave:** Leave with pay for an employee's birthday is  
20                   authorized for any employee who is in a pay status. The number of  
21                   hours of authorized birthday leave will be based on the employee's  
22                   current approved work schedule at the time the employee takes the  
23                   leave. If the employee's birthday falls on a normal day off, or at the  
24                   employee's discretion, the employee may request an alternate day off.  
25                   This alternate day must be approved at least twenty-four (24) hours in  
26                   advance and must be taken within one (1) calendar year after the  
27                   actual birthday. Employees categorized as temporary, seasonal,  
28                   student or part time working less than twenty (20) hours per week are  
29                   not eligible for birthday leave.  
30

31       **35.5. Vacation Leave**  
32

33       35.5.1.       Vacation leave will accrue on a biweekly basis from the date  
34                   of current employment. No vacation leave may be granted before it  
35                   is accrued. Vacation leave will accrue through December 31 each  
36                   year and the excess of seventy-eight (78) biweekly accruals will be  
37                   dropped from the record at the end of the pay period containing  
38                   December 31 unless the employee is in Early Retirement or has an  
39                   effective retirement date of 1/1 of the following year. An employee  
40                   separating from the Employer's employment will be compensated  
41                   for the balance of their unused vacation computed to the date of  
42                   separation. When a legal holiday, which would have been a regular  
43                   workday for the employee, occurs during vacation, it shall not be  
44                   charged as vacation leave but as a holiday.  
45  
46

35.5.2. In the event an employee exhausts their paid vacation leave during a pay period the accruals must be prorated based on the number of paid hours during the pay period. Part-time employees working twenty (20) hours or more per week will receive vacation leave on a prorated basis. Employees categorized as temporary, seasonal, student or part time working less than twenty (20) hours per week are not eligible for vacation leave.

35.5.3. Scheduling Vacation Leave: Vacation leave must be approved at least twenty-four (24) hours in advance of the time it is taken unless specified otherwise by the department director in order to accommodate the particular staffing needs of their departments.

35.5.4. Vacation Accrual Rate

36. Continuous Service	37. Regular Work week	38. Accrual Per Bi-weekly	40. Accrual Per Year
42. 0 to 4 years	43. 40 hours	44. 3.85 hours	45. 100 hours
46. 5 to 9 years	47. 40 hours	48. 4.62 hours	49. 120 hours
50. 10 to 14 years	51. 40 hours	52. 5.54 hours	53. 144 hours
54. 15 years and more	55. 40 hours	56. 6.16 hours	57. 160 hours

35.6. Sick Leave

35.6.1. Employees working a forty (40) hour workweek shall accrue sick leave at the rate of 3.70 hours biweekly up to a maximum of 1,200 hours. No sick leave may be granted before it is accrued.

35.6.2. In the event an employee exhausts their paid sick leave during a pay period the accruals must be prorated based on the number of paid hours during the pay period.

1  
2 35.6.3. Provided the employee has an accrued sick leave balance, sick  
3 leave may be granted for absence from duty because of personal illness,  
4 illness of a spouse, domestic partner, son, daughter, or parent as these  
5 terms are defined in Section 401.11, L. of the Personnel Rules and  
6 Regulations. Personal illness is defined to include scheduled doctor's  
7 appointments for health examination, evaluation and/or treatment.  
8 Doctor's appointments may require documentation. Hours worked in  
9 addition to the regularly scheduled workweek will not entitle the employee  
10 to additional sick leave benefits.  
11

12 35.6.4. Part-time employees working twenty (20) hours or more per  
13 workweek will receive sick leave on a prorated basis. Employees  
14 categorized as temporary, seasonal, student or part time working less  
15 than twenty (20) hours per week are not eligible for sick leave.  
16

17 35.6.5. Certification of Sick Leave: Employees absent from work where  
18 such absence is chargeable to sick leave, may be required to provide their  
19 supervisor with a doctor's statement certifying the absence from work was  
20 due to illness or injury and the employee is now able to perform the  
21 essential functions of the job. Any employee taking sick leave shall, upon  
22 returning to work, complete a Request for Leave form, indicating the type  
23 of sick leave claimed and the dates of absence.

24 35.6.6. Employees who make a false claim for sick leave, sign a  
25 certificate/statement containing a false statement, refuse to be examined  
26 by a doctor selected by the Employer, or fails to cooperate in any  
27 investigation by the Employer of their claim for sick leave shall not be  
28 entitled to any leave with pay for the time in dispute. Such actions are  
29 considered just cause for disciplinary action up to and including  
30 termination.

31 35.6.7. Sick Leave Clearance: Employees returning after five (5) or more  
32 consecutive workdays of sick leave must submit to the Human Resources  
33 Department a release from their personal physician. The Human  
34 Resources Department will then refer the employee to the Employer Clinic  
35 for a return to work clearance and certification that the employee is able to  
36 perform the essential functions of the job. However, nothing will prohibit a  
37 supervisor from requesting a sick leave clearance from employees  
38 returning for a period of less than five (5) consecutive workdays of sick  
39 leave.  
40  
41  
42  
43

**36.7. Sick Leave Conversion:** The maximum sick leave accumulation for classified employees will be 1,200 hours for a forty (40) hours workweek or a prorated amount for a regular workweek other than forty (40) hours unless otherwise specified by this Agreement.

36.7.1. Employees who have reached the specified accumulation levels listed below may exercise one of the available options. The option to convert sick leave will be offered only in November of each year. Employees electing to not convert sick leave will continue to accrue sick leave up to the maximum of 1200 hours.

36.7.2. The following conversion formula will be used to convert accumulated sick leave unless otherwise specified in a collective bargaining agreement:

36.7.3. Sick leave accumulation over 500 hours may be converted at:

Three (3) hours of sick leave to one (1) hour of vacation, or

Three (3) hours of sick leave to one (1) hour cash payment.

36.7.4. Sick leave accumulation over 850 hours may be converted at:

Two (2) hours of sick leave to one (1) hour of vacation, or

Two (2) hours of sick leave to one (1) hour cash payment.

36.7.5. Sick leave over 1,200 hours must be converted at:

Three (3) hours of sick leave to two (2) hours of vacation, or

Three (3) hours of sick leave to two (2) hours cash payment.

#### 36.8. Sick Leave Conversion at Retirement

36.8.1. An employee may convert 100% of accumulated sick leave to be applied to early retirement leave immediately prior to the effective date of retirement. Refer to Section 403.10 of the Personnel Rules and Regulations.

36.8.2. Employees may convert 100% of both sick and vacation leave accumulation to cash payment at the time of retirement.

#### 36.9. Sick Leave Conversion at Termination

36.9.1. An employee who has an accumulation of sick leave of between 500 hours and the maximum accrual will, upon termination of employment, be allowed to convert accumulated sick leave in excess of 500 hours on the basis of three (3) hours of sick leave to one (1) hour of cash payment. This applies regardless of the option the employee selects in November of each year.



1  
2 36.9.2. This benefit does not apply to employees terminated for  
3 cause. Employees terminated for cause will not be allowed to  
4 convert their accrued sick leave to cash payment.  
5

6 36.10.Sick Leave Death Benefit: Upon the death of a City employee, the  
7 City will pay cash to the designated beneficiary (as identified in the City's life  
8 insurance policy) for sick leave accrued by the employee. The employee must be  
9 in an employment status that authorizes the accrual of sick leave benefits.  
10

11 36.11.Donation of Sick/Vacation Leave  
12

13 36.11.1. Donation of sick/vacation leave is designed to assist  
14 employees with a minimum of two (2) years continuous service who  
15 have exhausted all accrued leave and who have no other paid leave  
16 options available. This leave may be granted only in the event of a  
17 long-term catastrophic or life-threatening illness or injury to the  
18 employee, the employee's spouse, domestic partner, child or parent.  
19 Only an employee whose exceptional performance has been  
20 established shall be eligible to request leave donations under this  
21 program.  
22

23 36.11.2.Eligibility for Donated Leave: Employees with a minimum of  
24 two (2) years service are eligible to request donated leave. To  
25 request donated leave, an employee must have exhausted all  
26 accrued leave and have no other paid leave options available.  
27

28 36.11.3. Leave donations will be granted only in case of a long-term  
29 catastrophic or life threatening illness or injury to the employee, the  
30 employee's spouse, domestic partner, child or parent. Employees  
31 must demonstrate exceptional performance.

32 36.11.4.An employee must not have received donated leave, injury  
33 time or hardship leave in the twelve (12) months preceding the  
34 request.  
35

36 36.11.5. A joint Sick Leave Donation Task Force composed of two (2)  
37 Union appointees and two (2) City employees appointed by the  
38 Employer shall review requests and submit decisions to the  
39 Employer's Human Resources Director for implementation.  
40  
41  
42  
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46

1           36.11.6. Procedure for Donated Leave: An eligible employee may  
2 request a donation of leave by submitting an application to the  
3 department director which shall include the following:  
4

5           The name, Social Security number and rate of pay of the proposed  
6 leave recipient;  
7

8           A description of the long-term catastrophic or life threatening illness  
9 which has prompted the request for donation of sick/vacation leave to  
10 include a medical statement including the diagnosis, prognosis,  
11 required treatment and anticipated return to work date;  
12

13          The anticipated amount of donated leave the recipient will require;  
14 and  
15

16          Any other information, which may be required by the department  
17 director or the Task Force to make a determination regarding the  
18 request.  
19

20          The department director will review the request and determine  
21 whether the requesting employee meets the eligibility criteria. The  
22 department director will submit the application for leave donation to  
23 the Task Force for approval.  
24

25          The Task Force will review the request and ensure the request is  
26 supported with a medical determination regarding the long-term  
27 catastrophic or life-threatening situation. If approved, leave donations  
28 will first be solicited for a period of two (2) weeks within the  
29 department of the affected employee.  
30

31          If insufficient leave is donated within the employee's department, the  
32 department director and/or the Task Force will request the Human  
33 Resources Department recommend to the Chief Administrative  
34 Officer that donations be solicited citywide. If approved by the Chief  
35 Administrative Officer, leave donations may be solicited from other  
36 departments for a period of two (2) weeks.  
37

38          The department director will coordinate, with the Payroll Section of  
39 the Department of Finance and Administrative Services, the transfer  
40 of donated hours provided that employees donating vacation have a  
41 sufficient number of accrued hours at the time of transfer. Donated  
42 sick leave will be converted in accordance with the sick leave  
43 conversion formula provided for in Section 401.4 C of the regulations  
44 before transferring hours to the recipient.  
45  
46

1                   36.11.7.Conditions of Donated Leave

2  
3                   36.11.7.1.Donated leave will be converted to a dollar value and  
4 then converted to hours based on the recipient's hourly rate.

5  
6                   36.11.7.2.Donated leave must be charged to FMLA leave if the  
7 recipient has not exhausted the twelve (12) weeks FMLA  
8 entitlement.

9  
10                  36.11.7.3. Donated leave may be requested only one (1) time  
11 during a twelve (12) month period.

12  
13                  36.11.7.4. Recipients of donated leave are responsible for notifying  
14 their department director and the Employer Payroll Section of any  
15 change in status requiring the termination of donated leave status.

16  
17                  36.11.7.5.The leave recipient will not accrue vacation or sick leave  
18 while on donated leave status.

19  
20                  36.11.7.6. No new enrollments or increases will be allowed to a  
21 deferred compensation account while an employee is on donated  
22 leave.

23  
24                  36.11.7.7. Once an employee returns to work from donated leave,  
25 either full time or part-time, all remaining donated hours will be  
26 reinstated to the donating employee(s) on a pro-rated basis.

27  
28                  36.11.7.8. Departments are responsible for ensuring that all  
29 relevant auditing and accounting procedures are followed.

30  
31                  36.11.7.9, Provisions regarding the confidentiality of medical  
32 records and information shall govern. Posted solicitation for  
33 donated leave will ensure the privacy of medical information.  
34 Disclosure of such information may be made only with the express  
35 written consent of the affected employee.

36  
37                  36.11.7.10. Donated leave will not be granted as an extension of  
38 leave without pay of more than two (2) weeks, injury time or  
39 hardship leave. Donation of sick/vacation leave is strictly voluntary.  
40 Denial of a request to solicit donated leave is not grievable.

**36.12. Bereavement Leave:** A maximum of three (3) days sick leave may be used in case of death in the employee, spouse, or domestic partner's immediate family. An additional day may be granted for every 500 miles travel one-way from Albuquerque required to attend funeral services. Leave will be charged to sick emergency and proof of death may be required. For purposes of this section immediate family is defined as spouse, child, stepchild, parent, stepparent, mother-in-law, father-in-law, brother, sister, grandparent, grandchild or any individual for whom the employee is a court appointed legal guardian. It also includes a domestic partner and the child, stepchild, parent, stepparent, brother, sister, grandparent or grandchild of the domestic partner.

**36.13. Hardship Leave:**

36.13.1. Department directors shall submit requests for hardship leave to the Human Resources Department on behalf of their employees. The Director of Human Resources will forward the request to the Chief Administrative Officer with a recommendation regarding approval. Leave with pay may be granted for a period not to exceed six (6) calendar months to classified and unclassified employees having at least five (5) years of continuous service and twelve (12) calendar months to classified and unclassified employees having at least ten (10) years continuous service upon demonstration of extreme hardship due to a life threatening personal injury or sickness of the employee. Part-time employees working twenty (20) hours or more will receive benefits on a prorated basis. Employees on hardship leave status will not accrue sick and vacation leave.

36.13.2. This leave may be granted only after all other paid leave has been exhausted and only if the employee is not eligible for disability or retirement benefits under PERA or Social Security. The employee must provide written documentation from PERA or the Social Security Administration documenting the denial of benefits. Hardship leave must be reported as FMLA unless the twelve (12) week entitlement has already been exhausted. The period of hardship leave ends when the employee returns to work either full time or part-time. Any additional requests for hardship leave must be submitted as a new request. Hardship leave may not be granted as an extension of donated leave. Only an employee whose exceptional performance has been certified by the department director is eligible for this leave.

36.13.3. Denial of a request for hardship leave is not grievable.

1 36.14. **Educational Leave:** If an employee is participating in a program  
2 leading towards a degree or certificate that is approved by the Training  
3 and Education Committee, the employee's department director may grant  
4 educational leave not to exceed four (4) hours per week for a full-time  
5 employee in accordance with the Employer's Rules and Regulations.  
6 Applications for this leave shall be submitted directly to the Educational  
7 leave and Tuition Assistance Program Coordinator. The Coordinator shall  
8 submit the application to the department director. If the director denies the  
9 request, the director shall submit written reasons for the rejection to the  
10 employee.

### 11 **36.15. Injury Time**

12  
13  
14 36.15.1. In addition to other employee benefits, employees are eligible  
15 to receive injury time benefits subject to the limitations provided in  
16 this section.

17  
18 36.15.2. Employees who are injured or who suffer an occupational  
19 disease in the performance of their duties are eligible for injury time  
20 payments the day after the injury (which includes the seven (7) day  
21 waiting period required by the Workers Compensation Act) and under  
22 all of the following conditions:

23  
24 36.15.3. The employee is receiving Workers' Compensation  
25 wage loss (temporary total disability) benefits;

26  
27 36.15.4. The employee is receiving health care services (treatment)  
28 from the health care provider selected by the Employer;

29  
30 36.15.5. The health care provider selected by the City certifies the  
31 employee is unable to perform the essential functions of the job or  
32 that the employee can perform tasks within the Light Duty program;  
33 and

34  
35 36.15.6. The employee has been temporarily assigned to a light duty  
36 function as a result of sustaining a compensable job injury or illness.

37  
38 36.15.7. Injury time payments shall not be paid after the death of an  
39 employee.

40  
41 36.15.8. Payments to the employee will include the Workers  
42 Compensation wage loss benefit and the injury time payments  
43 provided by the City, which combined, may not exceed the  
44 employee's regular wages (gross less statutory deductions). Injury  
45 time shall be used only as a supplement payment to Workers'

1 Compensation wage loss (temporary total disability) benefits or  
2 temporary light duty assignments.

3  
4 36.15.9. The Chief Administrative Officer may withhold injury time  
5 benefits to any employee for good and sufficient reason.  
6

7 36.15.10. Injury time benefits will be allowed for any on-the-job injury  
8 including, multiple injuries from the same accident, prior injury,  
9 recurrence or aggravation of an injury or occupational disease.  
10

11 36.15.11. Injury time benefits will be allowed for up to and including,  
12 but not to exceed 960 hours for the standard forty (40) hour  
13 workweek or 1,344 hours for a fifty-six (56) hour workweek. Multiple  
14 injuries from the same accident will be subject to a maximum of 960  
15 hours. Initial and subsequent injuries to the same body part or  
16 function will be subject to a maximum of 960 hours regardless of the  
17 number of subsequent events.  
18

19 36.15.12. A prior injury is any injury suffered by the employee as a  
20 result of a previous accident, illness or injury to one or more body  
21 parts.  
22

23 36.15.13. An employee shall be charged injury time on the basis of  
24 their current approved schedule for each workday. Such time  
25 including light duty shall not exceed the maximum hours in their  
26 regular workweek. If the employee has a regular workweek of other  
27 than forty (40) hours, or a regular workday of other than eight (8)  
28 hours, the injury time charged and the maximum hours of injury time  
29 shall be prorated.  
30

31 36.15.14. Upon exhaustion of injury time, sick leave may be used to  
32 supplement Workers' Compensation wage loss (temporary total  
33 disability) benefits. If sick leave is used to supplement Workers'  
34 Compensation wage loss (temporary total disability) benefits, it shall  
35 be charged on the basis of the number of hours in their current  
36 approved schedule for each workday, not to exceed forty (40) hours  
37 in a workweek. If the employee's regular workweek is other than forty  
38 (40) hours the sick leave charge shall be prorated.  
39

40 36.15.15. Upon the denial or exhaustion of injury time and the  
41 exhaustion of sick leave, all accrued vacation hours will be paid in a  
42 lump sum and the employee transferred to physical layoff.  
43  
44  
45  
46

1 36.15.16. If an employee has a disability as defined by the Americans  
2 with Disabilities Act (ADA), consideration will be given as to whether  
3 a reasonable accommodation can be made prior to transferring to  
4 physical layoff.

5  
6 36.15.17. The receipt by the employee of injury time payments from  
7 the Employer shall operate as an assignment to the Employer against  
8 any amount collected through a settlement or court action by the  
9 employee against a third party causing the injury or disease. The City  
10 may proceed against a third party in its own name to collect  
11 reimbursement of injury time payments. The failure of any employee  
12 to cooperate with the Employer in any legal or other action is  
13 considered just cause for disciplinary action up to and including  
14 termination.

15  
16 36.15.18. Employees on a temporary Light Duty assignment  
17 working twenty (20) hours or more per week will be eligible for sick  
18 and vacation accruals on a prorated basis.

19  
20 36.15.19. Authorized absences for employees while on Light Duty will  
21 be charged to the appropriate leave category. Such absences will  
22 not be charged to Light Duty/Injury time.

23  
24 36.15.20. Employees on injury time, excluding Light Duty, will  
25 not earn service credit towards retirement through PERA.

26  
27 36.15.21. Injury time, excluding Light Duty, will be charged to  
28 FMLA.

29  
30 36.15.22. Employees who are on injury time status for more  
31 than two full pay periods, excluding light duty assignments of twenty  
32 (20) hours or more per week, shall not accrue sick or vacation leave.

33  
34 36.15.23. Employees categorized as temporary, seasonal, student or  
35 part-time working less than twenty (20) hours per workweek, are not  
36 eligible for injury time benefits.

37  
38 36.15.24. A decision to withhold injury time payments to any  
39 employee is not grievable.  
40  
41  
42  
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46

1       **36.16. Leave to Vote:**

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3       36.16.1. Employees will be granted leave to vote in accordance with  
4       New Mexico law. Department directors should schedule time taken  
5       to vote so that offices remain open during normal working hours and  
6       the work of the department is affected as little as possible.

7       Departments will not grant time off with pay to any employee whose  
8       normal workday begins more than two (2) hours after the opening of  
9       the polls, or ends more than three (3) hours prior to the closing of the  
10      polls. Time taken off for voting can be used for no other purpose.

11  
12      36.16.2. Department directors must grant this time off for voting if  
13      requested by employees registered to vote. Proof of registration and  
14      eligibility may be required.

15  
16      36.16.3. Abuse of this time is considered just cause for disciplinary  
17      action up to and including termination.

18  
19      **36.17. Military Leave**

20  
21      36.17.1. The Employer grants military leave with pay to employees  
22      who are members of the National Guard, Air National Guard or any  
23      organized reserve unit of the Armed Forces of the United States,  
24      including the Public Health Service, to participate in annual training.  
25      The Employer also grants military leave to employees who are  
26      members of unorganized reserve components, as sanctioned by the  
27      State of New Mexico or the Federal Government for the purpose of  
28      attending organized courses of instruction or training. Employees  
29      called to active duty in emergencies declared by the Governor or the  
30      President will receive military leave with pay.

31  
32      36.17.2. Military leave for these purposes will not exceed fifteen (15)  
33      workdays in each federal fiscal year, October 1 - September 30. A  
34      workday is considered eight (8) hours for purposes of military leave.  
35      This leave is in addition to other authorized leave, when an employee  
36      is ordered to active duty training with such units. Employees working  
37      part-time will receive military leave on a prorated basis. Once the  
38      fifteen (15) workday period is used, the employee is on leave without  
39      pay for the remainder of the absence. Military leave is paid at the  
40      employee's straight-time rate of pay for a forty (40) hour workweek.  
41      Time in active duty status with the military will not count toward  
42      completion of probation.

43  
44      36.17.3. Military Leave without Pay: The Employer shall grant military  
45      leave of absence as required by Federal law to employees who are  
46      required to serve on active duty as part of a Reserve or ROTC



obligation or who voluntarily enlist for military service. Military leave for these purposes and any other purpose not specified in 402.2.A is leave without pay. Military leave without pay is limited to a cumulative five (5) years during the course of the employee's employment. Any single period of leave is limited to the period of the tour of duty plus the time allowed by law for the employee to request reinstatement to employment. Employees may choose to use accrued vacation for part of the leave.

36.17.4. Request for Military Leave: To request a military leave of absence, the employee or his or her designated representative must attach a copy of the orders to a written request for military leave. In the event official orders are not issued the employee will be required to provide verification of attendance from their commander. All requests must be approved by the Human Resources Director.

**36.18. Jury Duty:** Employees who are called to serve on jury duty during normal work hours shall be paid at their regular pay for the time served as a juror. Employees shall reimburse the Employer for all compensation received for such service performed during normal work hours. Employees are responsible for notifying their supervisor of jury duty as soon as possible. Supervisors should adjust the employee's work schedule to Monday through Friday, 8:00 am to 5:00 pm, to accommodate the required jury duty.

**36.19. Blood Donation leave:** An employee donating blood during an organized Employer sponsored blood drive will receive two (2) hours leave with pay for donating blood. Employees shall be required to obtain prior approval of their immediate supervisors for the leave through the submittal of a Request for Leave of Absence form accompanied by the donation certificate.

## **36.20. Administrative Leave**

36.20.1. Chief Administrative Officer approval must be obtained prior to placing an employee on administrative leave.

36.20.2. Administrative leave with pay may be authorized for a loaned executive. A written request for a loaned executive must be submitted to the Chief Administrative Officer, which includes the period of time, direct benefit to the Employer, and the specialty or expertise requested. The Employer will negotiate the terms and conditions of the loaned executive including salaries, benefits and operating expenses.

1 36.20.3. Requests for a loaned executive will be for a period not to  
2 exceed six (6) months, however the Chief Administrative Officer may  
3 extend the term under exceptional circumstances. The loaned  
4 executive will prepare and submit a report of accomplishment to the  
5 Chief Administrative Officer and department director upon completion  
6 of the assignment.  
7

8 36.20.4. Administrative leave with pay may be authorized by the  
9 Chief Administrative Officer for services or activities of employees  
10 outside the scope of their employment, which can reasonably be  
11 anticipated, directly or indirectly, to benefit the Employer. Such leave  
12 will not exceed eighty (80) hours.  
13

14 36.20.5. An employee may be placed in administrative leave status  
15 during the period of an investigation. Such leave may be given with  
16 or without pay for good and sufficient reason that the Chief  
17 Administrative Officer considers to be in the best interest of the  
18 Employer's service. Administrative leave during an investigation shall  
19 be limited to thirty (30) workdays. Administrative leave in excess of  
20 fifteen (15) workdays shall require approval by a committee  
21 composed of the Director of the Human Resources Department, the  
22 Director of the Office of Employee Relations and the City Attorney or  
23 their designees. During this period of time, the Chief Administrative  
24 Officer may assign the employee duties and responsibilities that are  
25 of benefit to the Employer.  
26

27 **36.21. Family and Medical leave (FMLA):** Family and medical leave  
28 (FMLA) shall follow the provisions of the February 1, 2001 City Personnel  
29 Rules and Regulations.  
30

## 31 **Unpaid Leave Status**

### 32 **36.22. Leave of Absence**

33  
34  
35 36.22.1. Employees may be granted an unpaid leave of absence of  
36 up to six (6) months under certain conditions. To be eligible for this  
37 benefit, an employee must have twelve (12) months of continuous  
38 uninterrupted active employment immediately prior to the effective  
39 date of the leave of absence. A leave of absence under this  
40 section will not be granted for FMLA qualifying absences. The Chief  
41 Administrative Officer must approve requests for a leave of  
42 absence for thirty (30) calendar days or more but not exceeding six  
43 (6) months. The position of an employee on an approved leave of  
44 absence will be held for the employee until the employee's return to  
45 work. Vacation and sick leave balances will be held for the  
46 employee and will not be cashed out before or during the leave of

1 absence. Employees will not accrue additional sick leave or  
2 vacation leave, or any other benefits while on a leave of absence.  
3 Employees must pay contributory benefits directly when in an  
4 unpaid status. Employees may not withdraw PERA contributions  
5 while on a leave of absence.  
6

7 36.22.2. A leave of absence will only be granted if the department  
8 director certifies the department can continue to provide the  
9 required services during the employee's absence. Vacation, sick,  
10 donated leave or hardship leave may not be used to extend a leave  
11 of absence.  
12

13 36.22.3. Failure to return to work after an approved leave of  
14 absence will result in termination. A Leave of Absence will not  
15 count as service credit for PERA retirement purposes. Employees  
16 categorized as temporary, seasonal, student or part-time  
17 employees working less than twenty (20) hours per week are not  
18 eligible for a leave of absence.  
19

### 20 **36.23. Leave Without Pay**

21  
22 36.23.1. An employee may be granted leave without pay under  
23 certain conditions. Requests for leave without pay of up to two (2)  
24 calendar weeks may be approved by the department director. The  
25 Chief Administrative Officer must approve requests for more than two  
26 (2) calendar weeks but not exceeding twelve (12) months.  
27

28 36.23.2. Employee may be granted leave without pay due to sickness  
29 or disability when certified by a qualified doctor of medicine, to attend  
30 school when it is clearly demonstrated the subject matter is directly  
31 job related, for additional vacation time or for good and sufficient  
32 reason which the Chief Administrative Officer considers to be in the  
33 best interest of the City.  
34

35 36.23.3. Except under unusual circumstances, voluntary separation  
36 to accept employment outside the City service shall be considered  
37 insufficient reason for granting leave without pay. Employees may  
38 not be granted leave without pay as an extension of physical layoff.  
39

40 36.23.4. Employees must exhaust all accrued vacation and other paid  
41 leave, with the exception of sick leave prior to receiving approval for  
42 leave without pay. If the request for leave without pay is related to a  
43 health or medical condition then all accrued sick leave must also be  
44 exhausted prior to receiving approval for leave without pay.  
45

1 36.23.4. Positions will not be held open for employees that are  
2 granted leave without pay for more than thirty (30) days. It will be the  
3 employee's responsibility to contact the Human Resources  
4 Department no later than thirty (30) days prior to the end of the leave  
5 without pay period in order to allow sufficient time to locate an equal  
6 or lesser position, if possible.  
7

8 36.23.5. The Human Resources Department will attempt to locate a  
9 position of equal or lesser grade or comparable pay to the  
10 employee's previous position.  
11

12 36.23.6. Employees on leave without pay for eight (8) hours or more  
13 per pay period will not accrue sick or vacation leave or any other  
14 benefits. Employees must directly pay full contributory benefits when  
15 in an unpaid status for one (1) full pay period. Leave without pay will  
16 not count as service credit for PERA retirement purposes.  
17

18 36.23.7. Leave without pay granted to a probationary employee is  
19 limited to sixty (60) calendar days and will result in the extension of  
20 the probationary period for an equal period.  
21

22 36.23.8. An employee who fails to contact the Human Resources  
23 Department no later than thirty (30) days prior to the end of the leave  
24 without pay period or who refuses to accept an offer of placement into  
25 a position of equal pay or comparable grade will be terminated.  
26

27 **36.24. Absence Without Authorized Leave:** An employee who is  
28 absent from work without prior approval of the supervisor will be  
29 considered absent without authorized leave. Such leave will be subject to  
30 disciplinary action up to and including termination.  
31

## 32 **37. Benefits**

33

34 37.1. The Employer shall assume insurance premium costs for  
35 employees in accordance with the following schedule:  
36

- 37 i. The Employer shall assume 80% of the group health and  
38 dental insurance programs.
- 39 ii. The Employer shall assume 100% of the group life insurance  
40 program.
- 41 iii. The employee shall assume 100% of the Optional  
42 Supplemental Life Insurance premium.  
43  
44  
45

1 37.2. Union Representation on ad hoc Insurance Committee: If at any  
2 time during the term of this Agreement any medical or insurance  
3 coverages change as a result of issuing a Request for Proposal  
4 (RFP), a Union representative shall participate on the ad hoc  
5 evaluation committee(s) selecting the provider(s).  
6

7 37.3. See Memorandum of Understanding in Appendix section.  
8

## 9 **38. Insurance**

10  
11 38.1. Group Life, Optional Supplemental Life, Health and Dental  
12 Insurances shall be offered to employees in accordance with the  
13 following:  
14

15 38.1.1. **Group Life Insurance:** Employees hired into  
16 classified or unclassified positions working twenty (20)  
17 hours or more per week, receive life insurance  
18 protection effective the date of hire at no cost to the  
19 employee. The amount of protection is determined  
20 according to the employee's basic annual earnings.  
21 Protection will be adjusted annually, if necessary, to  
22 correspond to pay rate changes. Upon terminating  
23 the group life insurance will cease on the last day of  
24 employment. Upon retirement an employee will  
25 continue to be covered by the Employer's plan at no  
26 cost to the employee. Coverage will be one-half of  
27 the coverage reflected on the most recent annual life  
28 insurance adjustment report immediately prior to  
29 retirement. Employees categorized as temporary,  
30 seasonal, student or part-time working less than  
31 twenty (20) hours per week are not eligible to  
32 participate in the Group Life Insurance programs.  
33

34 38.2. **Supplemental Life Insurance:** Employees working twenty (20)  
35 hours or more per week, their spouses and dependent children  
36 may participate in supplemental life insurance program offered  
37 by the City. Spouse, domestic partner and dependents are  
38 eligible to be included on the same date the employee becomes  
39 insured, within thirty-one (31) days of the date the employee  
40 acquires an eligible dependent, during the annual open  
41 enrollment period or upon a qualifying event. Other enrollments  
42 or changes may be made at any time. However they are  
43 subject to approval by the insurance company underwriter. The  
44 total premium cost is the responsibility of the employee with no  
45 contribution by the Employer.  
46

1 38.2.1. Supplemental life insurance will continue  
2 through the end of the pay period in which the  
3 employee terminated. Conversion may be made to  
4 an individual policy when City employment ceases.  
5

6 38.3. Employees categorized as temporary, seasonal, student or part-  
7 time working less than twenty (20) hours per week are not  
8 eligible to participate in the Supplemental Life Insurance  
9 programs.  
10

11 **38.4. Health and Dental Insurance**

12 Employees in classified or unclassified positions working twenty  
13 (20) hours or more per week are eligible for health and dental  
14 insurance. Employees may enroll without a medical examination  
15 within thirty-one (31) days of the date on which employment  
16 begins or during the annual open enrollment period.  
17

18 38.4.1. Coverage begins on the first day of the pay  
19 period immediately following submittal of enrollment  
20 documents when enrollment forms are submitted  
21 within the thirty-one (31) day eligibility period but after  
22 the first day at work. If new hires elect to submit the  
23 enrollment forms before their first day of work,  
24 coverage may then begin on the first day of work.  
25 Spouse, domestic partner and dependents are eligible  
26 to be included on the same date the employee  
27 becomes insured, within thirty-one (31) days of the  
28 date the employee acquires an eligible dependent,  
29 during the annual open enrollment period or upon a  
30 qualifying event. All information recorded by the  
31 insured on the City enrollment form is subject to  
32 verification. The Employer and the employee share  
33 the cost of contributory premiums. The Employer  
34 retains the right to modify the plan of benefits or  
35 premium structure during annual renewal  
36 negotiations.  
37

38 38.4.2. Employees are required to notify the  
39 Employer's Insurance and Benefits Office of a  
40 divorce, legal separation or changes in status of a  
41 dependent child within thirty (30) days after the date  
42 of the event. Failure to provide notification will result  
43 in cancellation of benefit coverage for dependents.  
44  
45  
46

1 38.4.3. Under the Health Insurance Portability and  
2 Accountability Act (HIPPA) an employee may enroll  
3 within thirty-one (31) days of the date the employee  
4 marries or acquires a child through birth or adoption.  
5

6 38.4.4. Employees categorized as temporary,  
7 seasonal, student, intern, or part-time working less  
8 than twenty (20) hours per week are not eligible to  
9 participate in the Group health or dental Insurance  
10 programs.  
11

12 38.5. **Reinstated Employees:** Employees reinstated, as the result of  
13 an administrative or judicial action must contact the Employer's  
14 Insurance Office within thirty-one (31) days of reinstatement to  
15 arrange for health care benefits if there was participation prior to  
16 cancellation of benefits. Documentation authorizing the  
17 reinstatement must be provided to the Employer's Insurance  
18 Office at the time of enrollment.  
19

20 38.6. **Loss of Non-City Sponsored Health Care Coverage:**  
21 Employees working twenty (20) hours or more per week and/or  
22 eligible dependents covered under a non-Employer sponsored  
23 health care plan that is terminated through no fault of the  
24 insured may enroll under a Employer health care plan within  
25 thirty-one (31) days of termination of prior coverage.  
26 Employees must submit proof of prior coverage and proof of  
27 termination of coverage.  
28

29 38.7. **Payment of Insurance During Leave Without Pay:**  
30 Employees in an unpaid status for one (1) full pay period or  
31 longer must make arrangements for direct payment of  
32 contributory insurance benefits. Failure by employees to make  
33 direct payments will result in cancellation of optional contributory  
34 insurance coverage. Employees will not be allowed to re-enroll  
35 until the next open enrollment period.  
36

37 38.8. **Payment of Insurance While on Military Leave:** The  
38 Employer will continue to contribute its share of insurance  
39 premiums for the first thirty (30) days of military leave without  
40 pay. After that, an employee may choose to continue Employer  
41 health insurance for up to eighteen (18) months by making  
42 direct payments of the entire premium. Upon reinstatement  
43 after tour of duty, employees are permitted to re-enroll.  
44  
45  
46

1 **39. Continuation of Health Insurance**

2  
3 39.1. The Consolidated Omnibus Budget Reconciliation Act (COBRA)  
4 of 1986 provides for the continuation of health care coverage for  
5 a covered employee and covered dependents due to a  
6 qualifying event that causes loss of health coverage.  
7

8 39.2. To be eligible for COBRA coverage, the qualified beneficiary  
9 must be enrolled in the Employer's group health plan on the day  
10 before the qualifying event takes place, or a child is born to or  
11 placed for adoption with a covered employee during the COBRA  
12 coverage period.  
13

14 39.3. A qualifying event is defined as termination of employment  
15 (other than for gross misconduct) or reduction in hours of  
16 employment; death of a covered employee, a divorce or legal  
17 separation of a spouse from a covered employee; entitlement to  
18 Medicare of a covered employee; the child no longer satisfies  
19 the plan's definition of a dependent child.  
20

21 39.4. COBRA continuation coverage may be available for eighteen  
22 (18) months in the event of termination or thirty six (36) months  
23 in the event of death, divorce/legal separation, entitlement to  
24 Medicare or loss in dependent status.  
25

26 39.5. The covered employee or dependent is required to notify the  
27 Employer's Human Resources Department, Insurance and  
28 Benefits Office of a divorce, legal separation, or change in the  
29 status of a dependent child within sixty (60) days after the date  
30 of the event. If notification is not received within this time  
31 period, COBRA continuation coverage will not be provided.  
32  
33

34 **40. Incentive Programs:**

35  
36 40.1. Employee Incentive Program  
37

38 40.1.1. The Employer may develop methods of  
39 rewarding employees through a reward, bonus, leave  
40 with pay or any other form of award or extra  
41 compensation, in addition to the regular benefits  
42 entitled a classified or unclassified employee, as long  
43 as all of the following conditions are met:  
44  
45  
46



- 1 40.2. The award results from a pre-existing plan or program  
2 authorized by the Chief Administrative Officer which sets up a  
3 specific criteria for such extra compensation; and  
4
- 5 40.3. Employees render service that is outside of and in addition  
6 to the normal requirements and expectations of their  
7 employment; and  
8
- 9 40.4. The Employer reasonably anticipates some tangible or  
10 intangible benefit from such service.  
11
- 12 40.5. At the discretion of the director, departments choosing to  
13 implement an employee incentive program shall present to the  
14 Chief Administrative Officer a specific plan for approval. These  
15 plans shall include, but not be limited to, the following:  
16
- 17 40.6. The method of selection of awardees, including the composition  
18 of selection boards.  
19
- 20 40.7. The criteria under which employees will be nominated as well as  
21 ultimately selected, as awardees.  
22
- 23 40.8. The suggested frequency with which it is proposed these  
24 awards will be given.  
25
- 26 40.9. The anticipated number of employees who will be honored at a  
27 given frequency.  
28
- 29 40.10. The amount of leave with pay to be granted by the department.  
30
- 31 40.11. The amount of cash award to be made available to awardees.  
32
- 33 40.12. The amount of leave with pay and the amount of cash awarded  
34 may be up to three (3) days of paid leave and up to \$750 per  
35 employee. Programs may offer leave with pay or cash awards  
36 or both. Department directors, assistant directors, division and  
37 program heads, and others of similar rank are excluded from  
38 departmental incentive award programs.  
39
- 40 40.13. Upon approval of a department's incentive program, the Chief  
41 Administrative Officer will recommend the amount of funds to be  
42 budgeted to the department for implementation of the program.  
43 Award of any funds beyond the budgeted amount will require  
44 the prior approval of the Chief Administrative Officer.  
45

- 1 40.14. Department directors are responsible for administering these  
2 programs to enhance operational performance and productivity.  
3 This regulation does not govern programs sponsored by service  
4 clubs or similar service groups and pertains solely to the use of  
5 City funds as incentives for employees. Departments may grant  
6 each individual within a team or group an award based on the  
7 above amounts.  
8
- 9 40.15. Failure to receive an award under this Section is not grievable.  
10
- 11 40.16. Sick Leave Incentive Leave  
12 Employees must have been employed with the Employer for  
13 six (6) consecutive months in order to participate in the sick  
14 leave incentive program as follows:  
15
- 16 40.17. Employees utilizing zero (0) hours of sick leave for six (6)  
17 consecutive months will be awarded eight (8) hours of vacation  
18 leave.  
19
- 20 40.18. Employees utilizing less than or equal to 12.5 percent of  
21 accrued sick leave over six (6) consecutive months will be  
22 awarded four (4) hours of vacation leave.  
23
- 24 40.19. Part-time employees transferring to full-time positions within the  
25 specified six (6) consecutive month period will receive sick leave  
26 incentive as if they had been full-time employees for the entire  
27 six (6) month period.  
28
- 29 40.20. Departments will review sick leave usage twice a year for the  
30 periods, July 1 through December 31 and January 1 through  
31 June 30.  
32
- 33 40.21. Employees on injury time are not eligible for incentive leave with  
34 the exception of light duty and FMLA.  
35
- 36 40.22. Employees on suspension or administrative leave resulting from  
37 a disciplinary action that is sustained through administrative or  
38 judicial process will not be eligible for incentive leave.  
39
- 40 40.23. Employees utilizing donated leave will not be eligible for  
41 incentive leave unless the donated leave was used for FMLA  
42 purposes.  
43
- 44 40.24. Part-time employees working twenty (20) hours or more per  
45 week, if eligible, will receive incentive leave on a prorated basis.  
46

1 40.25. This regulation shall be the only means of providing sick leave  
2 incentive for City employees.  
3

4 40.26. Employees categorized as temporary, seasonal, student or part-  
5 time working less than twenty (20) hours per week are not  
6 eligible to participate in the sick leave incentive program.  
7

8 41. **Early Retirement:** Early Retirement Immediately prior to retirement from  
9 active service with the Employer: an employee may take leave with pay  
10 equivalent to the amount of sick and vacation leave the employee has  
11 accumulated. Employees who are eligible for retirement and are under the  
12 provisions of this Agreement will be governed by the provisions of this  
13 Agreement. Employees should plan to begin processing for retirement at  
14 least six (6) months prior to the projected date of retirement. Any employee  
15 eligible to retire within five (5) years may attend the retirement counseling  
16 sessions conducted by the Employer. The Employer will disseminate  
17 information regarding the session to employees on a periodic basis.  
18

19 41.1. Employees in Early Retirement are not entitled to salary  
20 increases afforded other employees.  
21

22 41.2. Employees in Early Retirement are entitled to all benefits except  
23 vacation and sick leave accruals, donated leave and hardship  
24 leave.

25 42. **Per Diem and Mileage:** The Employer's current policies on per diem and  
26 mileage shall continue in effect for all M-Series bargaining unit employees.  
27

28 **43. P.E.R.A.**  
29

30 43.1. The City will continue to provide P.E.R.A. Municipal General  
31 member Coverage Plan 3 to all employees except for Correction  
32 Department sergeants and lieutenants. The City will pay  
33 seventy-five percent (75%) of the Employee's portion with the  
34 Employee paying the remaining twenty-five percent (25%).  
35

36 43.2. Effective July 10, 2004, the City will pay five and fifty-six  
37 hundredths percent (5.56%) of each Corrections Sergeant's and  
38 Lieutenant's portion of the P.E.R.A. Municipal Detention Officer  
39 Plan premium. The Employee shall pay the remaining eleven  
40 and nine hundredths percent (11.09%).  
41

42 43.3. Effective July 1, 2005, the City will pay eight and seventy-six  
43 hundredths percent (8.76%) of each Corrections Sergeant's and  
44 Lieutenant's portion of the P.E.R.A. Municipal Detention Officer  
45 Plan premium. The Employee shall pay the remaining seven  
46 and eighty-nine hundredths percent (7.89%).

1     **44. Wages**  
2

3             **44.1.** Effective July 10, 2004, Step 2 of the City approved bargaining  
4             unit M-Series salary schedule shall be eliminated. Employees  
5             on Step 2 on July 10, 2004 shall move to Step 3.  
6

7             **44.2.** Effective July 10, 2004, each hourly rate on the City approved  
8             bargaining unit M-Series salary schedule will be increased by  
9             fifty-three hundredths percent (.53%).  
10

11            **44.3.** Effective July 1, 2005, each hourly rate on the City approved  
12            bargaining unit M-Series salary schedule will be increased by  
13            one and eighty-two hundredths percent (1.82%).  
14

15            **44.4.** There shall be no step movement on the salary schedule for the  
16            duration of this Agreement.

17            **44.5.** Effective July 10, 2004, the following longevity pay shall be paid  
18            to eligible employees:  
19

20                   **44.5.1.** Each employee with five (5) continuous years  
21                   service with the Employer shall receive twenty-five  
22                   dollars (\$25.00) each pay period.

23                   **44.5.2.** Each employee with ten (10) continuous years  
24                   service with the Employer shall receive fifty dollars  
25                   (\$50.00) each pay period.

26                   **44.5.3.** Each employee with fifteen (15) continuous  
27                   years service with the Employer shall receive  
28                   seventy-five dollars (\$75.00) each pay period.

29                   **44.5.4.** Each employee with twenty (20) or more  
30                   continuous years service with the Employer shall  
31                   receive one hundred dollars (\$100.00) each pay  
32                   period.  
33

34            **44.6.** Effective July 1, 2005, the longevity payments set forth in  
35            paragraph 44.5 above shall be increased as follows: the five (5)  
36            year longevity shall be increased to fifty dollars (\$50.00), the ten  
37            (10) year longevity shall be increased to seventy-five dollars  
38            (\$75.00), the fifteen (15) year longevity shall be increased to  
39            one hundred dollars (\$100.00). The twenty (20) year longevity  
40            shall be increased to one hundred twenty-five dollars (\$125.00).  
41  
42  
43  
44  
45  
46

1           44.7. Corrections Sergeants and Lieutenants shall not be eligible for  
2           the longevity provisions set forth in Article 44.5 and 44.6 herein.  
3           Corrections Sergeants and Lieutenants employed on July 10,  
4           2004 with twenty (20) years or more of continuous service with  
5           the Employer shall continue to receive eighty-five (\$85.00)  
6           longevity per pay period.  
7

8   **45. Temporary Upgrades:**  
9

10          45.1. Employees shall not be required to perform duties of a higher  
11          classification as a regular assignment. However, when a  
12          bargaining unit employee is assigned to temporarily work in a  
13          higher classified bargaining unit position, the Employer shall  
14          select a bargaining unit employee based on qualifications. In  
15          cases where qualifications are equal, the determining factor  
16          shall be class seniority within section or within division where  
17          sections do not exist.  
18

19          45.2. The Employer shall compensate the bargaining unit employee  
20          temporarily assigned to working at the higher classification at a  
21          one (1) step increase per grade increase in addition to all  
22          applicable differentials and overtime. An employee may not be  
23          upgraded to a position more than two (2) grades higher than the  
24          employee's current classification. The upgrade will be paid  
25          when the position has been vacant and/or the incumbent is  
26          absent for a minimum of forty-five (45) days.  
27

28          45.3. The temporary upgrade rate shall be implemented as quickly as  
29          possible.  
30

31          45.4. The temporary upgrade shall not exceed ninety (90) calendar  
32          days unless extended by mutual agreement of the parties.  
33

34   **46. Complete Agreement**  
35

36          46.1. This Agreement relates to the employees of the City of  
37          Albuquerque in the designated collective bargaining unit. The  
38          parties do hereby acknowledge that this Agreement represents  
39          an amicable understanding reached by the parties as the result  
40          of negotiations of the parties as provided in the Employer's  
41          Labor-Management Relations Ordinance.  
42  
43  
44  
45  
46

1 46.2. This Agreement replaces in its entirety any and all previous  
2 Agreements and represents the only Agreement of the parties  
3 hereto. When any conflicts occur, this Agreement shall govern  
4 as provided by the Employer's Labor-Management Relations  
5 Ordinance.  
6

7  
8 46.3. The parties agree that all issues subject to negotiations and  
9 consideration by the parties have been addressed during the  
10 negotiations leading to this Agreement. Neither party shall be  
11 required to negotiate on any matter during the term of this  
12 Agreement unless otherwise specifically mandated by another  
13 provision of this Agreement. This limitation shall apply to any  
14 matter, whether or not the issue is addressed in this Agreement.  
15

16 46.4. Under normal circumstances, the Union will be given prior  
17 notice of proposed changes in City or department-wide written  
18 policies that directly affect bargaining unit employee working  
19 conditions. The Union will be given fourteen (14) days from the  
20 time of notice to provide input. This input period may or may not  
21 delay implementation, but may require revision or cancellation  
22 of the originally proposed policy. The parties may agree to  
23 extend time limits by mutual consent.  
24

25 46.5. The Union will be allowed to provide input through the Office of  
26 Employee Relations on all changes in policies, rules and  
27 handbooks.  
28

29 47. **Savings Clause:** If any part of this Agreement is determined by the  
30 Employer's Labor-Management Relations Board or a court of competent  
31 jurisdiction to be in violation of law, that part of the Agreement shall be  
32 considered null and void. All other provisions of the Agreement shall remain  
33 in full force and effect. If either party wishes to re-negotiate the provision(s)  
34 determined to be in violation of law, that party shall notify the other party of  
35 its intent to re-open negotiations on that provision(s) only. The parties shall  
36 meet in good faith and in a timely manner to re-negotiate the provision(s).  
37  
38

#### 39 48. **Term of Agreement**

40

41 48.1. This Agreement shall become effective on July 10, 2004 for all  
42 purposes unless otherwise provided in this agreement and shall  
43 remain in full force and effect through 12:00 midnight on June  
44 30, 2006.  
45

1 48.2. The parties will reopen negotiations for a maximum of sixty (60)  
2 days no later than February 1, 2005 to negotiate health  
3 insurance and related issues. If the negotiations result in any  
4 health insurance savings for the City, the savings shall be  
5 applied to a bargaining unit compensation increase in Fiscal  
6 year '06.  
7

8  
9  
10 48.3. Either party may open negotiations for a successor agreement  
11 in accordance with the Employer's Labor-Management  
12 Relations Ordinance provision which requires the initiating party  
13 to notify the other party of its intent at least sixty (60) days prior  
14 to the expiration of this Agreement.  
15

16 **49. Memoranda of Understanding**

17  
18 The parties may execute memoranda of Understanding (MOUs) during the  
19 term of this agreement. The MOUs will expire no later than the termination  
20 sate of this Agreement.  
21

22 **50. Signatures:**

23  
24 50.1. IN WITNESS WHEREOF, the parties have entered their names  
25 and affixed the signatures of their authorized representatives on  
26 this \_\_\_\_ day of \_\_\_\_\_, 2004.  
27

28 City of Albuquerque

AFSCME

29  
30  
31 \_\_\_\_\_  
32 Marin J. Chavez, Mayor

\_\_\_\_\_  
Andrew E. Padilla, President  
AFSCME Local 3022

33  
34 Form Reviewed by Legal Dept.  
35  
36  
37  
38 \_\_\_\_\_  
39 City Attorney

40  
41  
42 (Seal)  
43  
44  
45 \_\_\_\_\_  
46 City Clerk

1   **Appendix A. Memorandum of Understanding (Physical Examination)**

2  
3   Each employee may utilize one-half (1/2) day paid leave during the FY '05 for the  
4   purpose of undergoing a physical examination. The leave shall not be deducted  
5   from the employee's accumulated paid leave. Medical documentation by the  
6   employee will be required.

7  
8   **Appendix B. Memorandum of Understanding (Medical Benefits)**

9  
10   During the July 1, 2004 through June 30, 2005 fiscal year, the City shall assume  
11   eighty-three percent (83%) of the premium for the City approved health and  
12   dental insurance plans chosen by each employee. This MOU and the eighty-  
13   three percent (83%) commitment shall expire on June 30, 2005.